ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန် အဆိုပြုချက်

“ အော်နာ အယ်ပရယ် ကုမ္ပဏီလီမိတက် ”

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PROPOSAL OF THE INVESTOR

FOR MAKING FOREIGN INVESTMENT

IN THE REPUBLIC OF THE UNION OF MYANMAR

“ HONOR APPAREL COMPANY LIMITED ”

Contents

To

The Chairman
Yangon Region Investment Committee

Date: June 2018

Subject: **Submission of the proposal to Yangon Region Investment Committee**

We, Honor Apparel Co.,Ltd. is a foreign Company Limited, to be formed and have a great pleasure to inform you that Honor Apparel Co.,Ltd. will be incorporated under the Myanmar Investment Law and in accordance with the Myanmar Companies Act. We would like to apply Endorsement for Honor Apparel Co.,Ltd. which will build a factory at No.(113-B), Myay Tine Block No.(64), Shwe Pyi Thar Township, Yangon Region Myanmar for manufacturing of apparel on CMP basis. Endorsement Application is submitted hereby for approval and submission for decision of your authorities concerned.

We deeply appreciate at the assistance and co-operation to your good office has extended to us and we look forward to your favorable reply.

Thank you,

Yours faithfully,

Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd.

To

The Chairman
Yangon Region Investment Committee

Date: June 2018

Subject: **Application for issue of Endorsement for Foreign Investment in the Republic of the Union of Myanmar**

Dear Sir,

1. We have pleasure and honor to inform you that we wish to form a foreign Company of Foreign equity 100%, Foreign Investment by the name of Honor Apparel Co.,Ltd. desires to obtain an "Investment Permit" under Myanmar Investment Law.

2. We submit herewith the Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar together with relevant supporting documents which are advice and suggestion of departmental concern's required for decision and the issue of Permit from the Yangon Region Investment Committee for the consideration.

   (a) Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

   (b) References for Business and Financial Standing

   (c) Lease Agreement for Land and Building (draft)

3. We trust that the above would meet your requirements and we hope see that the Yangon Investment Committee will give favorable consideration to our application for investment opportunity as well as grants us for the permit. We shall be most grateful to you if the Yangon Investment Committee could kindly grant us the exemptions of reliefs from taxation in allowed as per Section 18 of the Myanmar Investment Law.

4. We shall obey by the Laws, Rules, Notification and Regulations of the Republic of the Union of Myanmar with due regard for the development of the Republic of the Union of Myanmar.

5. If you are permitted our proposal, the country will gain new method, technique and transfer of technology than the existing practice for the Factory.

6. We are looking forward to have the most favorable consideration to this matter by the Commission and be granted the exemption along with the Permit at its earliest convenience.

With Best Regards,

Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd.

To

The Chairman

Yangon Region Investment Committee

Date: June 2018

Subject: **Undertaking concern with operation period**

We are undertaking to you that we have to obey in accordance with the text of Myanmar investment Law. We, Honor Apparel Co.,Ltd. will perform the permitted business for initial 9 years after the date of Endorsement and extendable 5 years two times for 19 years operation period.

With Best Regards,

Mr. PANG XIYONG

Promoter

Honor Apparel Co.,Ltd.

To

The Chairman
Yangon Region Investment Committee

Date: June 2018

Subject: **Undertaking**

This letter is informing to you that in accordance with the text of Myanmar Investment Law. We, Honor Apparel Co.,Ltd. agree to pay the prescribed Income Tax, if the total amount salary of the workers exceeds Kyats (4.8) Million per year.

With Best Regards,

Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd.

To

The Chairman
Yangon Region Investment Committee

Date : June 2018

Subject : **Representative of HONOR Apparel Company Limited**

Mr. Cai Dongsheng and Mr. Pang Xiyong, we agreed to form the new company in Myanmar and to assign the following person as representatives, who will be authorized to submit the MIC Endorsement and Company formation on behalf of us;

(1)	Daw San San Htay	12/BaTaHta (Naing) 018198	Myanmar	09 420156197
(2)	Daw Sandar Aye	12/AuKaTa (Naing) 151419	Myanmar	09 420115882

We shall be responsible for all any matters and deeply appreciate at the assistance and cooperate with your good guidance.

Yours sincerely,

PANG XIYONG

Promoter

HONOR Apparel Co.,Ltd.

HONOR Apparel Company Limited ၏

အဆိုပြု လျှောက်ထားလွှာများ

ပုံစံ (၄ - ၁)

အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

ရန်ကုန်တိုင်း တိုင်းဒေသကြီး / ပြည်နယ် ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ် ၊ HNA/ADMIN/2018 (001)

ရက်စွဲ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Mr. PANG XIYONG

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ်
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ်
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် Passport No. G58473323

(ဂ) နိုင်ငံသား တရုတ်

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ Room 3205,Building 8,
Junlinxincheng Garden, Zhangjiagang City,Jiangsu Province, China

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) CMP စနစ် အဂတ်အထည်အမျိုးမျိုးချုပ်လုပ်ခြင်းလုပ်ငန်း

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် ဒေါ်စန်းစန်းငွေ ၊ ဒေါ်စန္ဒာအေး

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ၁၂/ဗတထ(နိုင်)၀၁၈၀၉၈ ၊
၁၂/ဥကတ(နိုင်)၁၅၁၄၁၉

(ဃ) နိုင်ငံသား မြန်မာ

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ အမှတ်(၄၈)၊ ဗန္ဓုလလမ်း၊ (၂၈)ရပ်ကွက်၊
မြောက်ဒဂုံမြို့နယ် ၊ ရန်ကုန်မြို့။

(စ) တယ်လီဖုန်း /ဖက်စ် ၀၉ ၉၅၈၇၃၁၄၅၈ , ၀၉ ၄၂၀၁၅၆၁၉၇ ၊ ၀၉ ၄၂၀၁၁၅၈၈၂

(ဆ) အီးမေးလ်လိပ်စာ superpillar.mm@gmail.com

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☑ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး - %

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး - %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၁၀၀ %

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
၁	Jiangsu GTIG EASTAR Co.,Ltd.	Incorporated in CHINA	၉၉
	Represented by:		
	Mr. CAI DONGSHENG	တရုတ်	
၂	Zhangjiagang Free Trade Zone Huatong Int'l Co.,Ltd.	Incorporated in CHINA	၁
	Represented by:		
	Mr. PANG XIYONG	တရုတ်	

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း အမေရိကန်ဒေါ်လာ ၄,၈၀၀,၀၀၀

(ခ) အစုရှယ်ယာအမျိုးအစား သာမန်

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ ၄၈,၀၀၀

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း -

(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ...၄.၀၀ ဒေါ်လာ (၁၀၀%)...

စုစုပေါင်း ၄.၀၀ ဒေါ်လာ (၁၀၀%)

(ဂ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာသည့်ကာလ ခွင့်ပြုမိန့်ရပြီး (၁)နှစ်

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း ကနဦး(၉)နှစ် + (၅)နှစ်တစ်ကြိမ် + (၅)နှစ်တစ်ကြိမ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ ...အမှတ် (၁၁၃-ဘီ)...
...မြေတိုင်းရပ်ကွက်အမှတ်(၆၄)၊ ရွှေပြည်သာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။...

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ ...အမေရိကန် ဒေါ်လာ ၄.၀၀ သန်း...

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ☐ ရှိ၊ ☑ မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

....

....

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ/မရှိ ဖော်ပြရန်။

☑ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☑ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

(signature)

လျှောက်ထားသူလက်မှတ်

အမည် ...Mr. PANG XIYONG...

ရာထူး ...Director...

ဌာန/ကုမ္ပဏီတံဆိပ် Honor Apparel Co.,Ltd.

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေး ကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. PANG XIYONG

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် Honor Apparel Co.,Ltd

Form (4 - B)

Endorsement Application Form

To,

Chairman

Yangon Region Investment Committee

Reference No.: HNA / ADMIN / 2018(001)

Date: June 2018

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's : -

(a) Name Mr. PANG XIYONG

(b) Company Registration No/ ID No/ National Registration Card No /Passport

Passport No. - G58473323

(c) Citizenship Chinese

(d) Address/ Address of Registered Office

Room 3205,Building 8, Junlinxincheng Garden, Zhangjiagang City,Jiangsu Province, China

(e) Phone /Fax / E -mail:

(f) Type of Business(to describe in detail) Manufacturing of Apparel on CMP Basis

Note: The following documents need to be attached according to the above paragraph

(1) Company Registration Certificate (copy);

(2) ID No/ National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself / herself, the applicant;

(a) Name Daw San San Htay and Daw Sandar Aye

(b) Name of contact person

(if applicant is business organization)

Note: describe with attachment of letter of legal representative

(c) ID No./ National Registration Card No./Passport No. 12/BaTaHta (Naing) 018198

12/AuKaTa (Naing) 151419

(d) Citizenship Myanmar

(e) Address in Myanmar : No.(48), Bandoola Road, (28)Ward, North Dagon T/S, Yangon.

(f) Phone / Fax : 09 958731458 , 09 420156197 , 09 420115882

(g) E-mail : superpillar.mm@gmail.com

3. Type of business organization to be formed:-

☑ One Hundred Percent ☐ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) ______________________________________%______________

Share Ratio(Government Department/Organization) ______________%______________

Share Ratio(Foreigner) _________________________100______%_______________

4. List of Shareholders Owned 10 % of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1	Jiangsu GTIG EASTAR Co.,Ltd.	Incorporated in CHINA	99%
	Represented by: Mr. CAI DONGSHENG	Chinese	
2	Zhangjiagang Free Trade Zone	Incorporated in CHINA	1%
	Huatong International Co.,Ltd.		
	Represented by: Mr. PANG XIYONG	Chinese	

5. Particulars of Company Incorporation

(a) Authorized Capital 4,800,000 USD____

(b) Type of Share _____Ordinary____

(c) Number of Shares __48,000____

____

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

		Kyat/US$ (Million)
(a)	Amount/Percentage of local capital to be contributed	-
(b)	Amount/Percentage of foreign capital to be brought in	4.00 USD (100%)
	Total	4.00 USD (100%)
(c)	**Period of foreign capital to be brought in**	One year after date of Endorsement

7. Particulars of the Investment Project-

   (a) Investment location(s)/place(s) No.(113-B), Myay Tine Block No. (64), Shwe Pyi Thar Township, Yangon Region, Myanmar.

8. Amount of Investment 4.00 Million USD

9. The license, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

10. Commencement of Business ☐ Yes ☑ No

    If it is commenced, describe the performance of business activities;

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

    ☑ Land Rights Authorization Application

    ☐ Tax Incentive Application

Mr. PANG XIYONG
Director
Honor Apparel Co.,Ltd

Date:---------------------------

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Mr. PANG XIYONG
Director
Honor Apparel Co.,Ltd

Date:----------------------------

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

------ရန်ကုန်-----တိုင်းဒေသကြီး/ပြည်နယ် ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ်၊ HNA/ADMIN/2018 (003)

ရက်စွဲ၊ ၂၀ ၁၈ ခုနှစ်၊ ဇွန် လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း ---- ဒေါ်သင်းသင်းဝေ ----

(ခ) ဧရိယာအကျယ်အဝန်း ---- ၁.၈၇၅ ဧက ----

(ဂ) တည်နေရာ ---- မြေကွက်အမှတ်(၁၁၃-ဘီ)၊ မြေတိုင်းရပ်ကွက်အမှတ် (၆၄)၊ ရွှေပြည်သာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ ----

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ(မြေငှားဂရမ်သက်တမ်း) ---- (၆၀)နှစ် ----

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ ----

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ ---- တူပါသည်. ----

(ဆ) မြေအမျိုးအစား ---- စက်မှုဇုန်မြေ ----

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း ---- ဒေါ်သင်းသင်းဝေ ----

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ---- ၁၂/လမတ(နိုင်)၀၂၁၄၆၀ ----

(ဂ) နေရပ်လိပ်စာ ---- အမှတ်(၁၀၅-ဘီ)၊ နှင်းဆီကုန်းလမ်း၊ အလုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။ ----

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Mr. PANG XIYONG, Honor Apparel Co.,Ltd.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် G58473323

(ဂ) နိုင်ငံသား တရုတ်

(ဃ) နေရပ်လိပ်စာ Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်အဂတ်အထည် အမျိုးမျိုးချုပ်လုပ်ခြင်းလုပ်ငန်း

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ မြေကွက်အမှတ်(၁၁၃-ဘီ)၊

မြေတိုင်းရပ်ကွက်အမှတ်(၆၄)၊ ရွှေပြည်သာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) ရန်ကုန်

(ဃ) မြေဧရိယာအကျယ်အဝန်း မြေဧက ၁.၈၇၅=7587.86 sqm အနက်မှ မြေဧရိယာ 6100 sqm ပေါ်တွင်တည်ရှိသော အဆောက်အဦး(၂)လုံး၏ ဧရိယာ 6700 sqm

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် အဆောက်အဦး(၁) 2074 sqm
အဆောက်အဦး(၂) 4626 sqm

(စ) အဆောက်အအုံတန်ဖိုး

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)

၁ စတုရန်းမီတာ = (၁၅)အမေရိကန်ဒေါ်လာ (တစ်နှစ်လျှင်)

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း ---------- -

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ ---------- **တူပါသည်**

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း ---------- **ကနဦး(၉) နှစ် + (၅)နှစ်တစ်ကြိမ် + (၅) နှစ်တစ်ကြိမ်**

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် ---------- -
အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ ---------- -
အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်)

လျှောက်ထားသူလက်မှတ်

အမည် Mr. PANG XIYONG

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် Honor Apparel Co.,Ltd

Form(7-B)

Application form for Land Rights Authorization

To,

Chairman

Yangon Region Investment Committee

Reference No. : HNA / ADMIN / 2018 (003)

Date: June 2018

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do here by apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization Daw Thin Thin Wai
   - (b) Area (1.875)Acres
   - (c) Location No.(113-B), Myay Tine Block No. (64), Shwe Pyi Thar Township, Yangon Region, Myanmar.
   - (d) Initial period permitted to use the land (Validity of land grant) (60)years
   - (e) Payment of long term lease as equity Yes ( ) No(√)
   - (f) Agreed by Original Lessor Yes (√) No( )
   - (g) Type of Land

2. Lessor
   - (a) Name/ Company's name /Department/organization Daw Thin Thin Wai
   - (b) National Registration Card No 12/LaMaTa (N) 021460
   - (c) Address No.(105 B), Hnin Si Kone Street, Ah Lone Township, Yangon Region, Myanmar.

3. Lessee
   - (a) Name/ Company'sname/ Department/ Organization Mr. PANG XIYONG Honor Apparel Co.,Ltd.
   - (b) National Registration Card No/ Passport No. G58473323
   - (c) Citizenship Chinese
   - (d) Address Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China

4. Particulars of the proposed Land Lease

(a) Type of Investment Manufacturing of Apparel on CMP Basis

(b) Investment Location(s) No.(113-B), Myay Tine Block No. (64), Shwe Pyi Thar Township, Yangon Region, Myanmar.

(c) Location (Ward,Township,State/Region) Yangon

(d) Area of Land Buildings Area = 6700 sqm on the land area 6100sqm of the total land arrea 7587.86sqm = 1.875 Acres

(e) Size and Number of Building(s) Building A (2074) sqm and Building B (4626) sqm

(f) Value of Building ______

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land map and Land Lease Agreement (Draft).

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land/Building lease rate(per square meter per year) 15 US$ per year

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department/Organization, the LUP shall be paid in cash by the lessee.)

Rate per Acre: ______

9. Whether it is agreed by original land lessor or land tenant not. AGREED

10. Proposed land or building use/ lease period Initial (9 Years) + Extendable(5 Years) + (5 Years)

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc, or not (To described Zone) ______

Mr. PANG XIYONG

Director

Honor Apparel Co.,Ltd

Honor Apparel Co.,Ltd.

Protection of Environment

We, Honor Apparel Co.,Ltd. shall be have responsible for the protection as well as perseveration of environment in and around the area of the project site Honor Apparel Co.,Ltd. shall be able to control pollution of air, water and land and not to cause environment degradation. Our Company takes necessary measures in order to fulfill environmental protection such as the treatment procedure to keep the project site environmental friendly. The factory grounds as well as the approach roads will have suitable shady side walks, flowering plants and trees and ever green labors.

With Best Regards,

Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd.

Honor Apparel Co.,Ltd.

Employees' Welfare Plan

Honor Apparel Co.,Ltd. is a foreign investment established under the Myanmar Investment Law and the Myanmar Company Act, whose registered office is situated at No.(113-B), Myay Tine Block No. (64), Industry Zone (3), Shwe Pyi Thar Township, Yangon Region, Myanmar. The company aimed to produce and manufacturing of apparel on CMP basis with a number (1338) of staff. In order that the staff may enjoy proper welfare commensurate with that of a prestigious company set up a plan for its employees as it's ;

1. Staff Transportation

   For all employees who live far away from the factory, commuter buses will be rented by the company and the staff will be transported free of charge.

2. Uniform

   All employees would be supplied with uniforms free of charge once a year.

3. Health Care

   An infirmary will be set up within the factory compound and stocked with appropriate medicines. Qualified nurses will be hired by the company so that in emergency cases employees could be treated free of charge. In addition, a water purification system will be installed for staff drinking water. Appropriate sanitation facilities will be installed in the factory and regular disinfection work carried out.

4. Risk Prevention

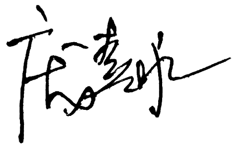
   Evacuation plan in case of emergency would be drafted and explained to all employees so that in case of emergency namely: earthquake, fire and other natural or manmade disasters injury or death could be avoided.

5. Bonus

   Based on the performance of the company, annual bonus will be declared and paid out to each employee before the Myanmar New Year (Water Festival). The amount of bonus will be accordance with the amount of profit earned by the company.

All the above mentioned employee benefits are the usual company practices and based on the labor law of the country, other benefits such as leave (sick leave, annual leave etc.) would be drawn up and included in the Employees' welfare plan accordingly.

With Best Regards,



Mr. PANG XIYONG

Promoter

Honor Apparel Co.,Ltd.

Honor Apparel Co.,Ltd.

Evidence of Fire Hazard Prevention

1. With regard to the above matter our Honor Apparel Co.,Ltd. has established a universal standard company in manufacturing of garments here according to the Myanmar Investment Law. Our company will be undertaking the manufacturing works under the CMP basic and for that purpose we have applied for the approval of Yangon Investment Committee in accordance with the Myanmar Investment Law.

2. For the prevention of fire Hazards, as we will be manufacturing various types of garments we are very much aware of the fire hazards and have planned the construction of our factory buildings with R.C (reinforced concrete) and have a large series of modern fire extinguishers, sand bags and sand pits with the essential shovels, pitch axes, hooks and flats ready at hand in every sub-section of the factory. There will be same underground water tanks with emergency water pump and fire hoses ready at "stand by position". We will have Fire Drill Instructions posted at every section of the factory and the workers will have regular fire Drills and they will be divided into specific groups to carry out precise evacuation plan, if fire breaks out. Smoking in the premises of the factory will be strictly restricted. We have cautions against dangers of electrical shock and misuse of electrical instruments also.

With Best Regards,

Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd

Honor Apparel Co.,Ltd.

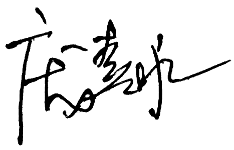
Corporate Social Responsibility Plan

We, Honor Apparel Co.,Ltd. will contribute 2% of our Net Profit to social welfare activities that will help society and country of Myanmar. Our social welfare activities shall include public school donations around our factories, donations to non-profit training school for employees and providing performance and knowledge training for factory workers.

Training Plan

No.	Description	Training Hours	Target
(1)	Human Resources Management Training	50	Manager Level
(2)	Factory Utilities Management Training	50	Managers & Supervisors
(3)	Health & Safety, Personal Grooming Training	100	All Levels
(4)	Environmental Safety Training	100	All Levels
(5)	First Aid Training	48	All Levels
(6)	Fire Emergency Training	50	All Levels
(7)	Career Development Training	100	Factory Workers

With Best Regards,



Mr. PANG XIYONG
Promoter
Honor Apparel Co.,Ltd

HONOR Apparel Company Limited

၏

ရင်းနှီးမြှုပ်နှံမှုအတွက် လိုအပ်သော
အခြေအနေအချက်အလက်များ

HONOR APPAREL COMPANY LIMITED

Board of Director List

No.	Name	Citizen & Passport No.	Address	Designation	Share %
1	**Jiangsu GTIG EASTAR Co., Ltd.**	Incorporated in CHINA	23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu China		99%
(a)	Represented by: Mr. CAI DONGSHENG	Chinese E21228326	Room A4-904 , Lijinghuadu Garden Yangshe Town, Zhangjiagang City,Jiangsu Province, China	Managing Director	
2	Zhangjiagang Free Trade Zone Huatong International Co., Ltd	Incorporated in CHINA	Room 102, No 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China		1%
(a)	Represented by: Mr. PANG XIYONG	Chinese G58473323	Room 3205,Building 8, Junlinxincheng Garden, Zhangjiagang City,Jiangsu Province, China	Director	

HONOR APPAREL COMPANY LIMITED

Investment Contribution

(USD)

No.	Particulars	Cash	Machinery to be imported	Office Equipment (Local Purchase)	Total	Percentage (%)
1	Foreign	2,154,000	1,815,990	30,010	**4,000,000**	100%
Total (Million)					**4.00**	**100%**

HONOR APPAREL COMPANY LIMITED

Building List and Measurement

No.	Type of Building	Measurement	Unit	Remark
1	Building A	**2074 sqm**	1	(one storey + roof storey)
2	Building B	**4626 sqm**	1	(two storeys + balcony area room)
Total			2	

1 mm = 0.001 m

1 mm = 0.00328084 ft

1 ft = 0.3048 m

1 sqft = 0.0929 sqm

Calculation:

Building A : Length = 62000 mm = 62 m

Width = 27000 mm = 27 m

Total Area = (62 x 27)m = 1674 sqm + 400 sqm(roof storey) = 2074 sqm

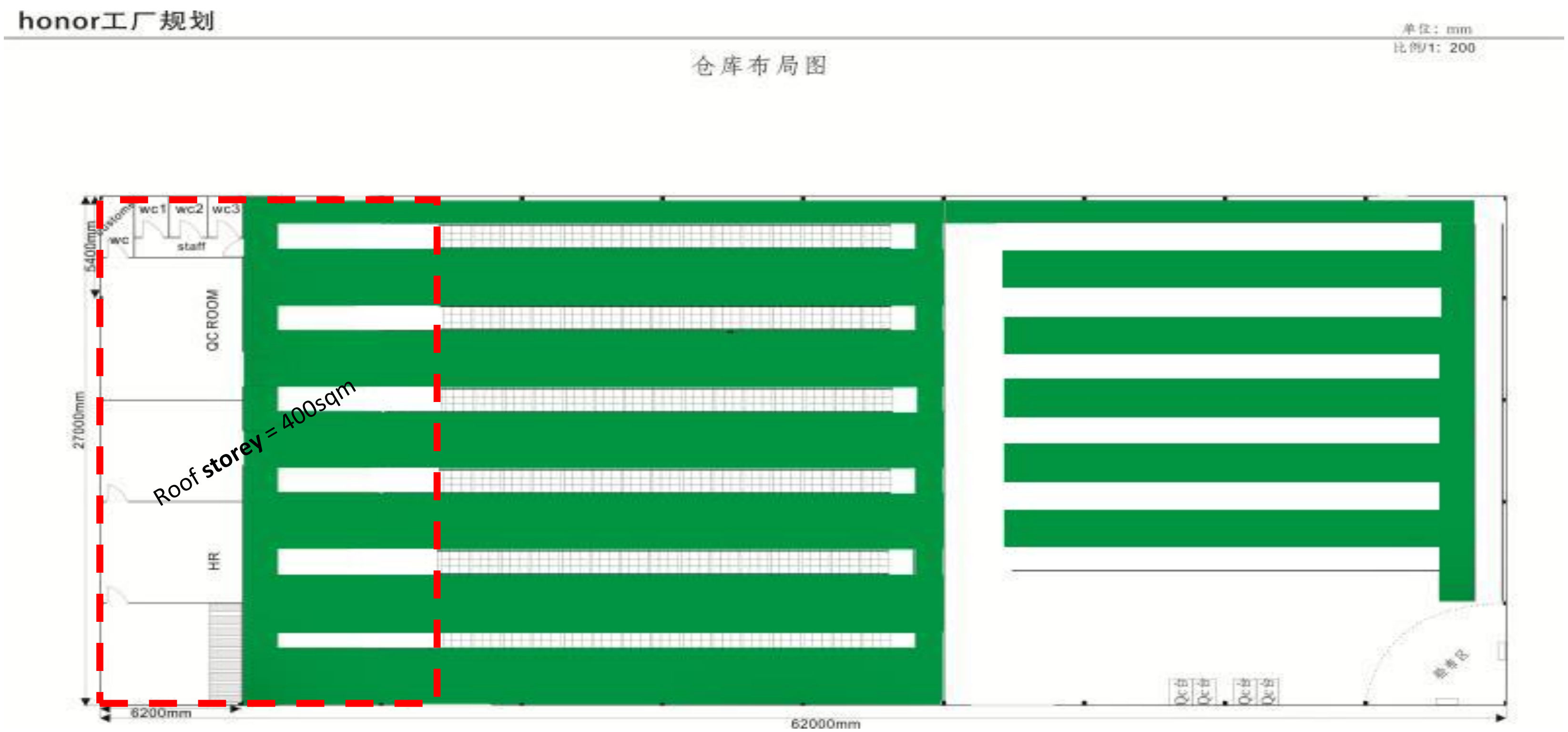
Building B : Length = 80620 mm = 80.62 m

Width = 27450 mm = 27.45 m

Total Area = (27.45 x 80.62)m x 2 = 4426 sqm + 200 sqm(balcony area room) = 4626 sqm

HONOR APPAREL COMPANY LIMITED

Factory Layout Plan (Building A)



1 mm = 0.001 m

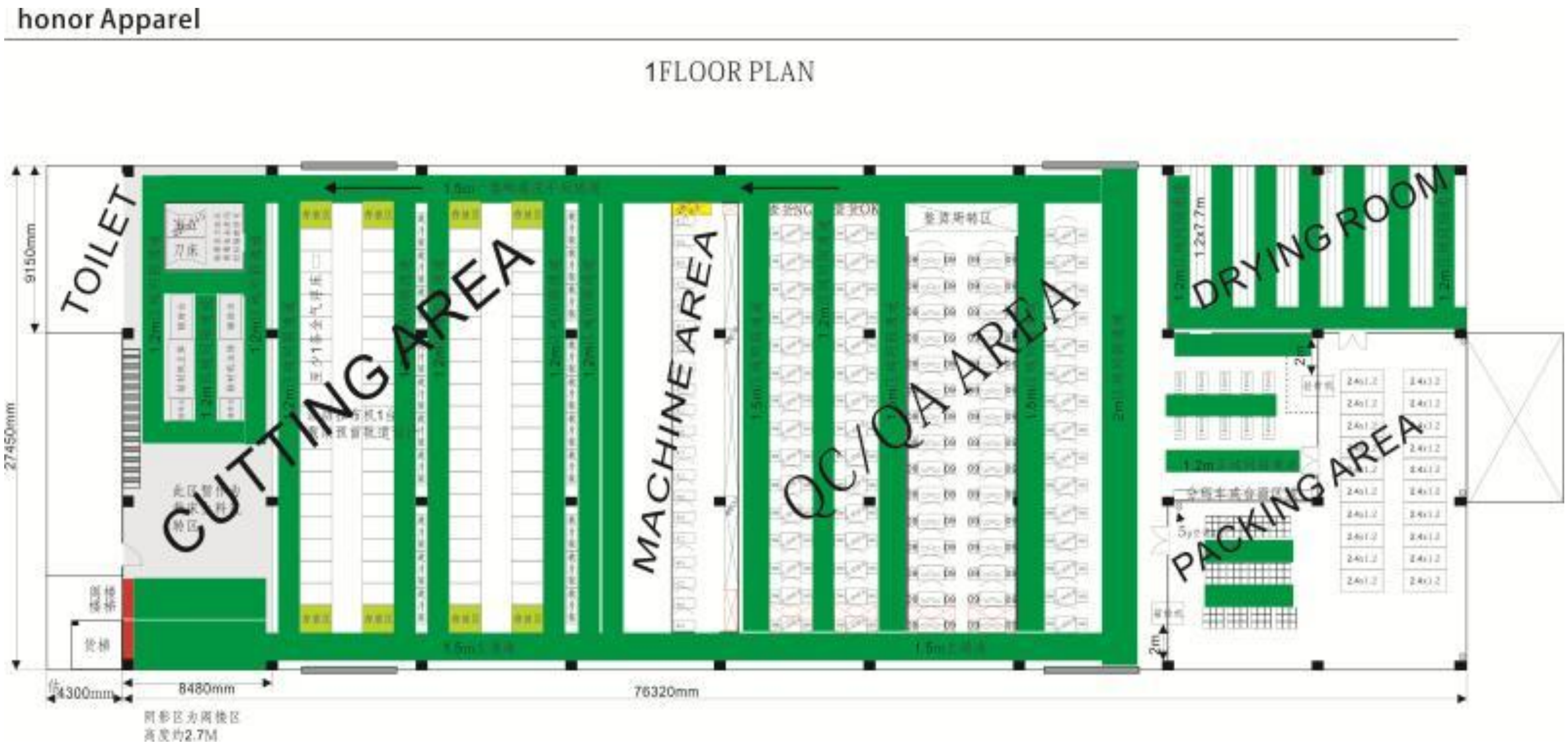
Length 62000 mm = 62 m

Width 27000 mm = 27 m

Total Area (62 x 27)m = 1674 sqm + 400 sqm (roof storey) = 2074 sqm

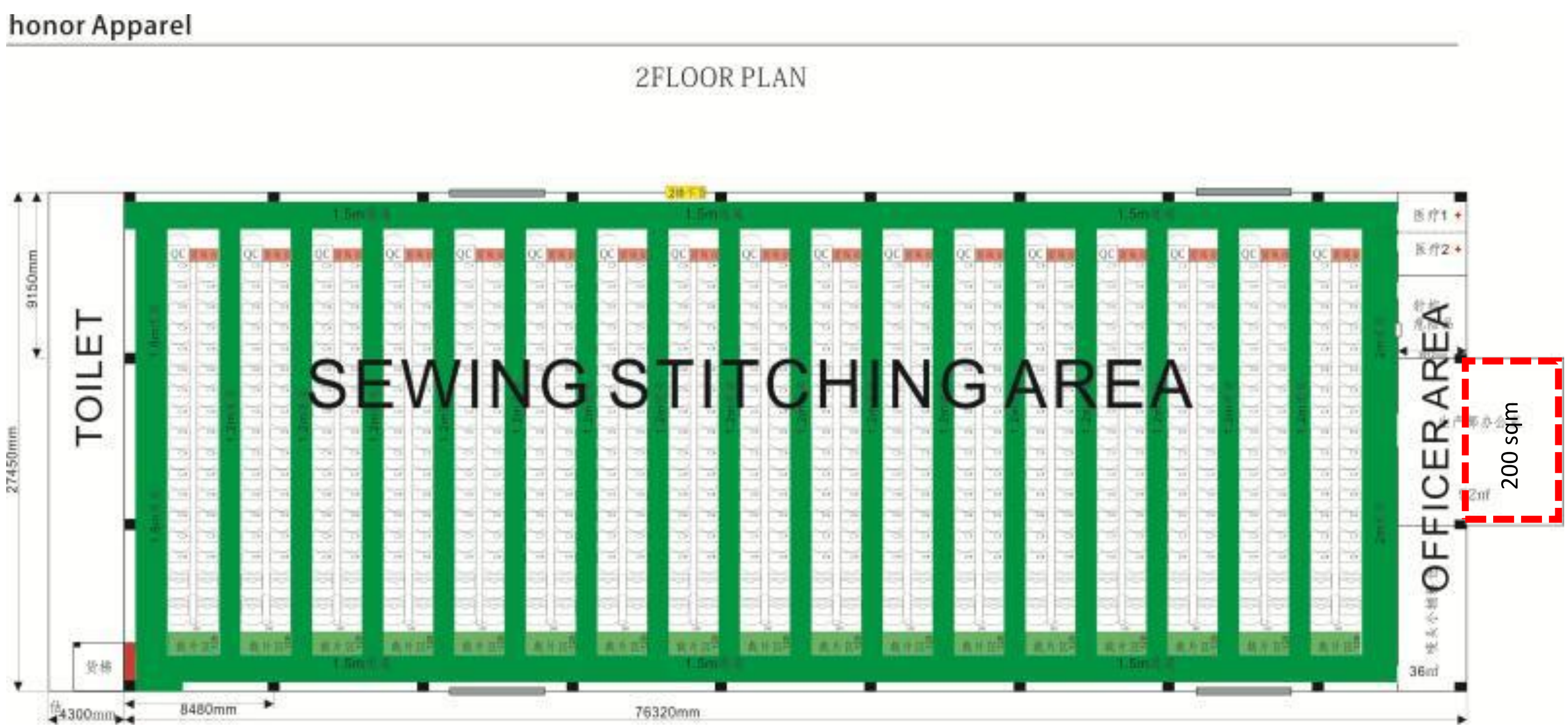
HONOR APPAREL COMPANY LIMITED

Factory Layout Plan (Building B)



HONOR APPAREL COMPANY LIMITED

Factory Layout Plan (Building B)



1 mm = 0.001 m

Length 80620 mm = 80.62 m

Width 27450 mm = 27.45 m

Total Area (80.62 x 27.45)m x 2 = 4426 sqm + 200 sqm (balcony room) = 4626 sqm

HONOR APPAREL COMPANY LIMITED

အဆောက်အဦး(၁) ၏ မြင်ကွင်း



အဆောက်အဦး(၂) ၏ မြင်ကွင်း



HONOR APPAREL COMPANY LIMITED

အဆောက်အဦး (၁) အတွင်းပိုင်းမြင်ကွင်း



HONOR APPAREL COMPANY LIMITED

အဆောက်အဦး (၂) ပထမထပ် အတွင်းပိုင်းမြင်ကွင်း



အဆောက်အဦး (၂) မြေညီထပ် အတွင်းပိုင်းမြင်ကွင်း



သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီးရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ (   ) ရက်

အကြောင်းအရာ။ **တည်ဆောက်ပြုပြင်မှုကာလအား တင်ပြခြင်း**

ကျွန်တော်တို့ HONOR Apparel Company Limited သည် ရန်ကုန်တိုင်းဒေသကြီး၊ ရွှေပြည်သာမြို့နယ်၊ မြေတိုင်းရပ်ကွက်အမှတ်(၆၄)၊ မြေကွက်အမှတ် (၁၁၃-ဘီ) တွင် တည်ရှိနေသော စက်ရုံအား တည်ဆောက်မှုကာလ/ ပြုပြင်မှုကာလသည် (၁)နှစ် ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Mr. PANG XIYONG
Promoter
HONOR Apparel Co.,Ltd.

သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ (   )ရက်

အကြောင်းအရာ။ **တည်ဆောက်ပြုပြင်မှုကာလအား (၁)နှစ်ခွင့်ပြုပေးနိုင်ပါရန် တင်ပြခြင်း**

ကျွန်တော်တို့ HONOR Apparel Company Limited သည် ရန်ကုန်တိုင်းဒေသကြီး၊ ရွှေပြည်သာမြို့နယ်၊ မြေတိုင်းရပ်ကွက်အမှတ် (၆၄)၊ မြေကွက်အမှတ်(၁၁၃-ဘီ)တွင် တည်ရှိနေသော စက်ရုံ အဆောက်အဦးတွင် CMP စနစ်ဖြင့် အဂတ်အထည် အမျိုးမျိုးချုပ်လုပ်ခြင်း လုပ်ငန်းအား လုပ်ဆောင်ရာတွင် အဆောက်အဦး ပိုမိုကောင်းမွန်လာပစေရန် ပြုပြင်မှုလုပ်ငန်းများအား ဆောင်ရွက်နိုင်ရန် အချိန်ကာလအားဖြင့် (၁)နှစ်ခွင့်ပြုပေးနိုင်ပါရန် လေးစားစွာ တင်ပြလျှောက်ထားအပ်ပါသည်။

လေးစားစွာဖြင့်

Mr. PANG XIYONG
Promoter
HONOR Apparel Co.,Ltd.

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED (To be imported)

(Brand New)

NO.	LIST OF ITEM	HS CODE (With Four Digist)	UNIT	QTY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
1	1needle lockstitch machine with auto-trimmer	8452219000	No.	636	620	394,320		CHINA
2	2 needle lockstitch machine	8452219000	No.	26	1500	39,000		CHINA
3	5 thread overlock machine	8452219000	No.	52	576	29,952		CHINA
4	3 thread overlock machine	8452219000	No.	40	516	20,640		CHINA
5	4 thread overlock machine	8452219000	No.	52	516	26,832		CHINA
6	blind machine	8452219000	No.	40	864	34,560		CHINA
7	1 needle lockstitch with edge-trimmer	8452219000	No.	26	1440	37,440		CHINA
8	long arm 1 needle lockstitch machine	8452219000	No.	2	8500	17,000		CHINA
9	iron table	8451800090	No.	151	372	56,172		CHINA
10	Iron	8516400000	No.	191	96	18,336		CHINA
11	hand cutting machine	8451500000	No.	15	456	6,840		CHINA
12	end cutter	8451500000	No.	12	660	7,920		CHINA
13	fushing machine	8451300000	No.	2	5040	10,080		CHINA
14	band knife	8451500000	No.	2	1560	3,120		CHINA
15	auto fabric speading machine	8451800090	No.	1	22000	22,000		CHINA
16	spot removing machine	8451400000	No.	1	1200	1,200		CHINA
17	needle detector	9031809090	No.	4	3000	12,000		CHINA
18	Dehumidifier	8479892000	No.	20	3600	72,000		CHINA
19	Iron	8516400000	No.	46	120	5,520		CHINA
20	electronic eyelet machine	8452219000	No.	6	10800	64,800		CHINA
21	electronic button holing machine	8452219000	No.	6	4800	28,800		CHINA
22	electronic bartacking machine	8452219000	No.	6	3120	18,720		CHINA
23	electronic button sewing machine	8452219000	No.	7	4080	28,560		CHINA
24	snap machine	8452219000	No.	15	480	7,200		CHINA
25	thread suction machine	8452219000	No.	1	900	900		CHINA
26	automatic coil winding machine	8452219000	No.	1	960	960		CHINA

NO.	LIST OF ITEM	HS CODE (With Four Digist)	UNIT	QTY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
27	fabric inspection machine	8451800090	No.	2	4200	8,400		CHINA
28	fabric ralexing machine	8451500000	No.	1	35000	35,000		CHINA
29	Dehumidifier	8479892000	No.	15	3600	54,000		CHINA
30	Apparel PVC Proofing Cutting Plotter	8451500000	No.	1	13500	13,500		CHINA
31	Color assessment carbinets	9405600000	No.	1	600	600		CHINA
32	Cutting Table	7326909000	No.	42	660	27,720		CHINA
33	inspection table	7326909000	No.	80	660	52,800		CHINA
34	Fabric Relaxation cart	7308900000	No.	43	360	15,480		CHINA
35	cutted stuff trolley	8716800000	No.	72	156	11,232		CHINA
36	Taboret	8452909200	No.	800	36	28,800		CHINA
37	cart	8716800000	No.	48	180	8,640		CHINA
38	plastic crate with roller	8716800000	No.	144	120	17,280		CHINA
39	portable hanger	7308900000	No.	360	48	17,280		CHINA
40	Spreading Machine	8451800090	No.	2	22,200	44,400		CHINA
41	Fabric Shrinking and Forming Machine	8451800090	No.	2	33,000	66,000		CHINA
42	heavy goods shelves	7308900000	No.	115	360	41,400		CHINA
43	rack	7308900000	No.	240	180	43,200		CHINA
44	table for product line	8452909200	No.	17	2,400	40,800		CHINA
45	work table	8452909200	No.	60	108	6,480		CHINA
46	Double-layer cloth spreading trolley	8716800000	No.	48	336	16,128		CHINA
47	Generator 500KVA	8502110000/ 8502131000	No.	1	60,000	60,000		CHINA
48	Air Compressor	8414200000	No.	1	24,000	24,000		CHINA
49	Steam Heating Boiler	8402190000	No.	1	46,000	46,000		CHINA
50	CAD printer	8443319010	PCS	1	6,000	6,000		CHINA
51	Spray line groove 200*100(Including accessories)	7308900000	M	1000	9	9,000		CHINA
52	Spray line groove 100*50(Including accessories)	7308900000	M	4000	6	25,200		CHINA
53	Spray line groove 100X100(Including accessories)	7308900000	M	5000	3	15,000		CHINA

NO.	LIST OF ITEM	HS CODE (With Four Digist)	UNIT	QTY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORT
54	10 li tie rod	7326909000	PCS	6000	2	12,000		CHINA
55	Cable YJV1*240mm²	8544492900	M	500	11	5,500		CHINA
56	Cable YJV1*185mm²	8544492900	M	500	8	4,200		CHINA
57	Cable YJV1*150mm²	8544492900	M	1000	7	7,000		CHINA
58	Cable YJV1*120mm²	8544492900	M	1000	6	5,500		CHINA
59	Cable YJV1*70mm²	8544492900	M	1000	4	4,000		CHINA
60	Cable YJV1*50mm²	8544492900	M	3000	4	11,400		CHINA
61	Cable YJV1*35mm²	8544492900	M	3000	3	7,500		CHINA
62	Cable YJV1*25mm²	8544492900	M	3000	2	4,500		CHINA
63	Cable YJV1*16mm²	8544492900	M	2000	1	2,000		CHINA
64	BVV 10mm²	8544492900	bale	150	48	7,200		CHINA
65	BVV 2.5mm²	8544492900	bale	400	15	6,000		CHINA
66	BVV 6mm²	8544492900	bale	300	32	9,600		CHINA
67	BVV 4mm²	8544492900	bale	300	23	6,900		CHINA
68	BVV 1.5mm²	8544492900	bale	700	10	6,860		CHINA
69	A security exit 1∮220V 50HZ	9405409000	No.	110	5	539		CHINA
70	Emergency ligthing 1∮220V 50HZ LED	8530800000	No.	110	5	539		CHINA
71	LED lights T8 18W	9405409000	No.	2000	3	6,000		CHINA
72	LED lamp	9405409000	No.	2000	1	2,000		CHINA
73	Explision proof lamp T8 45W	9405409000	set	400	10	4,000		CHINA
74	Distrbution box	8537109090	set	30	118	3,540		CHINA
TOTAL				**40958**		**1,815,990**		

Remark - (Imported country : CHINA)

Depreciation on Year by Year

(USD)

Sr	Particular	A/U	Original Cost		Provision For Depreciation										Balance
			Qty	Amt. (USD)	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Total	
1	1needle lockstitch machine with auto-trimmer	Pcs	636	394,320.00	43,813.33	43,813.33	43,813.33	43,813.33	43,813.33	43,813.33	43,813.33	43,813.33	43,813.33	394,320.00	-
2	2 needle lockstitch machine	Pcs	26	39,000.00	4,333.33	4,333.33	4,333.33	4,333.33	4,333.33	4,333.33	4,333.33	4,333.33	4,333.33	39,000.00	-
3	5 thread overlock machine	Pcs	52	29,952.00	3,328.00	3,328.00	3,328.00	3,328.00	3,328.00	3,328.00	3,328.00	3,328.00	3,328.00	29,952.00	-
4	3 thread overlock machine	Pcs	40	20,640.00	2,293.33	2,293.33	2,293.33	2,293.33	2,293.33	2,293.33	2,293.33	2,293.33	2,293.33	20,640.00	-
5	4 thread overlock machine	Pcs	52	26,832.00	2,981.33	2,981.33	2,981.33	2,981.33	2,981.33	2,981.33	2,981.33	2,981.33	2,981.33	26,832.00	-
6	blind machine	Pcs	40	34,560.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	3,840.00	34,560.00	-
7	1 needle lockstitch with edge-trimmer	Pcs	26	37,440.00	4,160.00	4,160.00	4,160.00	4,160.00	4,160.00	4,160.00	4,160.00	4,160.00	4,160.00	37,440.00	-
8	long arm 1 needle lockstitch machine	Pcs	2	17,000.00	1,888.89	1,888.89	1,888.89	1,888.89	1,888.89	1,888.89	1,888.89	1,888.89	1,888.89	17,000.00	-
9	iron table	Pcs	151	56,172.00	6,241.33	6,241.33	6,241.33	6,241.33	6,241.33	6,241.33	6,241.33	6,241.33	6,241.33	56,172.00	-
10	Iron	Pcs	191	18,336.00	2,037.33	2,037.33	2,037.33	2,037.33	2,037.33	2,037.33	2,037.33	2,037.33	2,037.33	18,336.00	-
11	hand cutting machine	Pcs	15	6,840.00	760.00	760.00	760.00	760.00	760.00	760.00	760.00	760.00	760.00	6,840.00	-
12	end cutter	Pcs	12	7,920.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	7,920.00	-
13	fushing machine	Pcs	2	10,080.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	1,120.00	10,080.00	-
14	band knife	Pcs	2	3,120.00	346.67	346.67	346.67	346.67	346.67	346.67	346.67	346.67	346.67	3,120.00	-
15	auto fabric speading machine	Pcs	1	22,000.00	2,444.44	2,444.44	2,444.44	2,444.44	2,444.44	2,444.44	2,444.44	2,444.44	2,444.44	22,000.00	-
16	spot removing machine	Pcs	1	1,200.00	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	1,200.00	-
17	needle detector	Pcs	4	12,000.00	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	12,000.00	-
18	Dehumidifier	Pcs	20	72,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	72,000.00	-
19	Iron	Pcs	46	5,520.00	613.33	613.33	613.33	613.33	613.33	613.33	613.33	613.33	613.33	5,520.00	-
20	electronic eyelet machine	Pcs	6	64,800.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	64,800.00	-
21	electronic button holing machine	Pcs	6	28,800.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	28,800.00	-
22	electronic bartacking machine	Pcs	6	18,720.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	18,720.00	-
23	electronic button sewing machine	Pcs	7	28,560.00	3,173.33	3,173.33	3,173.33	3,173.33	3,173.33	3,173.33	3,173.33	3,173.33	3,173.33	28,560.00	-
24	snap machine	Pcs	15	7,200.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	7,200.00	-
25	thread suction machine	Pcs	1	900.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	900.00	-
26	automatic coil winding machine	Pcs	1	960.00	106.67	106.67	106.67	106.67	106.67	106.67	106.67	106.67	106.67	960.00	-

Sr	Particular	A/U	Original Cost		Provision For Depreciation										Balance
			Qty	Amt. (USD)	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Total	
27	fabric inspection machine	Pcs	2	8,400.00	933.33	933.33	933.33	933.33	933.33	933.33	933.33	933.33	933.33	8,400.00	-
28	fabric ralexing machine	Pcs	1	35,000.00	3,888.89	3,888.89	3,888.89	3,888.89	3,888.89	3,888.89	3,888.89	3,888.89	3,888.89	35,000.00	-
29	Dehumidifier	Pcs	15	54,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	54,000.00	-
30	Apparel PVC Proofing Cutting Plotter	Pcs	1	13,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	13,500.00	-
31	Color assessment carbinets	Pcs	1	600.00	66.67	66.67	66.67	66.67	66.67	66.67	66.67	66.67	66.67	600.00	-
32	Cutting Table	Pcs	42	27,720.00	3,080.00	3,080.00	3,080.00	3,080.00	3,080.00	3,080.00	3,080.00	3,080.00	3,080.00	27,720.00	-
33	inspection table	Pcs	80	52,800.00	5,866.67	5,866.67	5,866.67	5,866.67	5,866.67	5,866.67	5,866.67	5,866.67	5,866.67	52,800.00	-
34	Fabric Relaxation cart	Pcs	43	15,480.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	15,480.00	-
35	cutted stuff trolley	Pcs	72	11,232.00	1,248.00	1,248.00	1,248.00	1,248.00	1,248.00	1,248.00	1,248.00	1,248.00	1,248.00	11,232.00	-
36	Taboret	Pcs	800	28,800.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00	28,800.00	-
37	cart	Pcs	48	8,640.00	960.00	960.00	960.00	960.00	960.00	960.00	960.00	960.00	960.00	8,640.00	-
38	plastic crate with roller	Pcs	144	17,280.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	17,280.00	-
39	portable hanger	Pcs	360	17,280.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	17,280.00	-
40	Spreading Machine	Pcs	2	44,400.00	4,933.33	4,933.33	4,933.33	4,933.33	4,933.33	4,933.33	4,933.33	4,933.33	4,933.33	44,400.00	-
41	Fabric Shrinking and Forming Machine	Pcs	2	66,000.00	7,333.33	7,333.33	7,333.33	7,333.33	7,333.33	7,333.33	7,333.33	7,333.33	7,333.33	66,000.00	-
42	heavy goods shelves	Pcs	115	41,400.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	41,400.00	-
43	rack	Pcs	240	43,200.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	43,200.00	-
44	table for product line	Pcs	17	40,800.00	4,533.33	4,533.33	4,533.33	4,533.33	4,533.33	4,533.33	4,533.33	4,533.33	4,533.33	40,800.00	-
45	work table	Pcs	60	6,480.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	6,480.00	-
46	Double-layer cloth spreading trolley	Pcs	48	16,128.00	1,792.00	1,792.00	1,792.00	1,792.00	1,792.00	1,792.00	1,792.00	1,792.00	1,792.00	16,128.00	-
47	Generator 500KVA	Pcs	1	60,000.00	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	60,000.00	-
48	Air Compressor	Pcs	1	24,000.00	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	24,000.00	-
49	Steam Heating Boiler	Pcs	1	46,000.00	5,111.11	5,111.11	5,111.11	5,111.11	5,111.11	5,111.11	5,111.11	5,111.11	5,111.11	46,000.00	-
50	CAD printer	Pcs	1	6,000.00	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	6,000.00	-
51	Spray line groove 200*100(Including accessories)	Pcs	1000	9,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	9,000.00	-
52	Spray line groove 100*50 (Including accessories)	Pcs	4000	25,200.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	25,200.00	-
53	Spray line groove 100X100 (Including accessories)	Pcs	5000	15,000.00	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	15,000.00	-

Sr	Particular	A/U	Original Cost		Provision For Depreciation										Balance
			Qty	Amt. (USD)	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9	Total	
54	10 li tie rod	Pcs	6000	12,000.00	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	12,000.00	-
55	Cable YJV1*240mm²	Pcs	500	5,500.00	611.11	611.11	611.11	611.11	611.11	611.11	611.11	611.11	611.11	5,500.00	-
56	Cable YJV1*185mm²	Pcs	500	4,200.00	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	4,200.00	-
57	Cable YJV1*150mm²	Pcs	1000	7,000.00	777.78	777.78	777.78	777.78	777.78	777.78	777.78	777.78	777.78	7,000.00	-
58	Cable YJV1*120mm²	Pcs	1000	5,500.00	611.11	611.11	611.11	611.11	611.11	611.11	611.11	611.11	611.11	5,500.00	-
59	Cable YJV1*70mm²	Pcs	1000	4,000.00	444.44	444.44	444.44	444.44	444.44	444.44	444.44	444.44	444.44	4,000.00	-
60	Cable YJV1*50mm²	Pcs	3000	11,400.00	1,266.67	1,266.67	1,266.67	1,266.67	1,266.67	1,266.67	1,266.67	1,266.67	1,266.67	11,400.00	-
61	Cable YJV1*35mm²	Pcs	3000	7,500.00	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	7,500.00	-
62	Cable YJV1*25mm²	Pcs	3000	4,500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	4,500.00	-
63	Cable YJV1*16mm²	Pcs	2000	2,000.00	222.22	222.22	222.22	222.22	222.22	222.22	222.22	222.22	222.22	2,000.00	-
64	BVV 10mm²	Pcs	150	7,200.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	7,200.00	-
65	BVV 2.5mm²	Pcs	400	6,000.00	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	6,000.00	-
66	BVV 6mm²	Pcs	300	9,600.00	1,066.67	1,066.67	1,066.67	1,066.67	1,066.67	1,066.67	1,066.67	1,066.67	1,066.67	9,600.00	-
67	BVV 4mm²	Pcs	300	6,900.00	766.67	766.67	766.67	766.67	766.67	766.67	766.67	766.67	766.67	6,900.00	-
68	BVV 1.5mm²	Pcs	700	6,860.00	762.22	762.22	762.22	762.22	762.22	762.22	762.22	762.22	762.22	6,860.00	-
69	A security exit 1∮220V 50HZ	Pcs	110	539.00	59.89	59.89	59.89	59.89	59.89	59.89	59.89	59.89	59.89	539.00	-
70	Emergency ligthing 1∮220V 50HZ LED	Pcs	110	539.00	59.89	59.89	59.89	59.89	59.89	59.89	59.89	59.89	59.89	539.00	-
71	LED lights T8 18W	Pcs	2000	6,000.00	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	6,000.00	-
72	LED lamp	Pcs	2000	2,000.00	222.22	222.22	222.22	222.22	222.22	222.22	222.22	222.22	222.22	2,000.00	-
73	Explision proof lamp T8 45W	Pcs	400	4,000.00	444.44	444.44	444.44	444.44	444.44	444.44	444.44	444.44	444.44	4,000.00	-
74	Distrbution box	Pcs	30	3,540.00	393.33	393.33	393.33	393.33	393.33	393.33	393.33	393.33	393.33	3,540.00	-
TOTAL			40958	**1,815,990.00**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**201,776.67**	**1,815,990.00**	**0**

SCHEDULE (2)-LIST OF PRDUCTION INPUT NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE (USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
1	Fabric Woven	5407520000	yds	2.3			4,074,529.00	9,371,416.70	
2	Fabric Knitted	6006320000	KGs	6.23			1,035,765.00	6,452,815.95	
Accessories									
3	Zipper	9607190000	pcs	0.3			3,055,000.00	916,500.00	
4	Interlining	5603000000	yds	0.92			2,602,500.00	2,394,300.00	
5	Main Label	5807100000	pcs	0.15			965,000.00	144,750.00	
6	Washing Label	5807900000	pcs	0.15			1,855,000.00	278,250.00	
7	Size Label	5807100000	pcs	0.15			1,925,500.00	288,825.00	
8	Drawing String	5607909000	yds	0.23			3,055,000.00	702,650.00	
9	Elastic Belt	5604100000	yds	0.38			3,235,000.00	1,229,300.00	
10	Velcro	3926209000	yds	0.46			3,055,000.00	1,405,300.00	
11	Button	9606220000	pcs	0.01			285,000.00	2,850.00	
12	Snap	9606100000	pcs	0.07			285,000.00	19,950.00	
13	Polybag	3923210000	pcs	0.07			285,000.00	19,950.00	
14	Hantag	4821100000	pcs	0.15			18,190,000.00	2,728,500.00	
15	Sewing Threads	5401100000	MTR	2.3			570,000.00	1,311,000.00	

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE (USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
16	Tape	5806320000	yds	0.3			3,055,000.00	916,500.00	
17	Eyelet	8308100000	pcs	0.07			3,055,000.00	213,850.00	
18	Carton	4819100000	pcs	1.07			850,000.00	909,500.00	
19	Lox Pin	7319900000	pcs	0.07			611,000.00	42,770.00	
20	Tissue Paper	4482390900	pcs	0.01			3,055,000.00	30,550.00	
21	Hanger	3924900000	pcs	0.46			305,500.00	140,530.00	
22	Size Ring	3926909090	pcs	0.12			3,055,000.00	366,600.00	
23	Lace	5804000000	yds	0.76			3,055,000.00	2,321,800.00	
24	Stopper	3923210000	pcs	0.07			3,055,000.00	213,850.00	
25	Collar Keeper	9021100000	pcs	0.3			3,055,000.00	916,500.00	
26	Butterfly	3926909090	pcs	0.3			1,200,000.00	360,000.00	
27	Clip	3926209000	pcs	0.15			3,055,000.00	458,250.00	
28	Ball Paper	4823909000	pcs	0.15			3,055,000.00	458,250.00	
29	Collar Stay	3921909090	pcs	0.15			3,055,000.00	458,250.00	
30	Felt	4202129000	pcs	0.3			3,055,000.00	916,500.00	
Total Amount								**35,990,057.65**	

HONOR APPAREL COMPANY LIMITED

List of Office Equipment (Local Purchased)

No.	Item	Unit	Qty	Unit Price (USD)	Total Amount (USD)	Total Amount (MMK)
1	Computer	Set	20	620	12400	16,715,200
2	Printer	No.	5	1600	8000	10,784,000
3	Fax Machine	No.	1	130	130	175,240
4	Desk	No.	15	230	3450	4,650,600
5	Chair	No.	15	70	1050	1,415,400
6	File Cabinet	No.	10	120	1200	1,617,600
7	Telephone	No.	15	12	180	242,640
8	Attendance Machine	No.	10	150	1500	2,022,000
9	Network Device	Set	1	2100	2100	2,830,800
Total Quantity			**92**			
Total (USD)					**30,010**	
Total (MMK)						**40,453,480.00**

Remark 1USD=1348 MMK (As per 18 May 2018 CBOM)

HONOR APPAREL COMPANY LIMITED

Local Staff

Sr. No.	Particulars	No of person	Salary per month (Ks'000)						Salary per year (Ks'000)		
			Y-1		Y-2		Y-3 to 9		Y-1	Y-2	Y-3 to 9
			Rate	Value	Rate	Value	Rate	Value			
1	Admin Chief	5	620	3100	682	3410	750.2	3751	37,200	40,920	45,012
2	Logistiic	1	260	260	286	286	314.6	314.6	3,120	3,432	3,775
3	Accounting	1	300	300	330	330	363	363	3,600	3,960	4,356
4	Casher	1	260	260	286	286	314.6	314.6	3,120	3,432	3,775
5	Planning Clerk	2	180	360	198	396	217.8	435.6	4,320	4,752	5,227
6	QA	80	180	14400	198	15840	217.8	17424	172,800	190,080	209,088
7	Guard	6	150	900	165	990	181.5	1089	10,800	11,880	13,068
8	Translator	8	400	3200	440	3520	484	3872	38,400	42,240	46,464
9	Electric Engineer	5	280	1400	308	1540	338.8	1694	16,800	18,480	20,328
10	Boil Keeper	2	180	360	198	396	217.8	435.6	4,320	4,752	5,227
11	Line Leader	20	200	4000	220	4400	242	4840	48,000	52,800	58,080
12	Line Operator	600	180	108000	198	118800	217.8	130680	1,296,000	1,425,600	1,568,160
13	Finishing Operator	500	160	80000	176	88000	193.6	96800	960,000	1,056,000	1,161,600
14	Cutting worker	80	160	12800	176	14080	193.6	15488	153,600	168,960	185,856
15	Werehouse Keeper	12	160	1920	176	2112	193.6	2323.2	23,040	25,344	27,878
	Total	**1323**		**231,260**		**254,386**		**279,825**	**2,775,120**	**3,052,632**	**3,357,895**
	Total (US$'000)			171.56		188.71		207.59	2058.69	2264.56	2491.02

Remark 1USD=1348 MMK (As per 18 May 2018 CBOM)

Foreign Technician

Sr. No.	Particulars	No of person	Salary per month (Ks'000)						Salary per year (Ks'000)		
			Y-1		Y-2		Y-3 to 9		Y-1	Y-2	Y-3 to 9
			Rate	Value	Rate	Value	Rate	Value			
1	General Manager	1	1000	1000	1100	1100	1,210	1,210	12,000	13,200	14,520
2	General Manager Assi	1	900	900	990	990	1,089	1,089	10,800	11,880	13,068
3	Factory director	1	900	900	990	990	1,089	1,089	10,800	11,880	13,068
4	Tech Factory Head	4	800	3200	880	3520	968	3,872	38,400	42,240	46,464
5	Equipment Engineer	1	500	500	550	550	605	605	6,000	6,600	7,260
6	Sampling Technician	1	500	500	550	550	605	605	6,000	6,600	7,260
7	Leader of Work Grou	6	500	3000	550	3300	605	3,630	36,000	39,600	43,560
	Total	**15**		**10,000**		**11,000**		**12,100**	**120,000**	**132,000**	**145,200**
	Total (US$'000)			7.42		8.16		8.98	89.02	97.92	107.72

Foregin Technician - 15 persons

HONOR APPAREL COMPANY LIMITED

Raw Material Requirement for 1pcs (Norm)

No	Particulars	Dress	Blouse	T-Shirt	Pants	Suit	Jacket
		1 Unit	1 Unit	1 Unit	1 Unit	1 Unit	1 Unit
1	Fabric Woven (YDS.)	1.50	1.50	0.00	1.35	3.00	1.40
2	Fabric knitted (KGS.)			0.50		0.00	0.00
3	Zipper (PCS.)	1.00	1.00	1.00	1.00	1.00	1.00
4	Interlining (YDS)	0.05	0.10	0.00	0.10	0.40	0.40
5	Main Label (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
6	Washing Label (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
7	Size Label (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
8	Drawing String (YDS)		1.00	1.00	1.00		
9	Elastic Belt (YDS)		1.00	1.00	1.00		
10	Velcro (YDS)		1.00	1.00	1.00		
11	Button (PCS)	10.00	6.00	6.00	6.00	4.00	
12	Snap (PCS)		2.00	2.00	2.00		
13	Polybag(PCS)	1.00	1.00	1.00	1.00	1.00	1.00
14	Hantag (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
15	Sewing Threads (MTR)	350.00	500.00	500.00	500.00	300.00	300.00
16	Tape (YDS)	0.20	0.20	0.20	0.20	0.20	0.20
17	Eyelet (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
18	Carton (PCS)	0.10	0.10	0.10	0.10	0.10	0.10
19	Lox Pin (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
20	Tissue Paper (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
21	Hanger (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
22	Size Ring (PCS)	1.00	1.00	1.00	1.00	1.00	1.00
23	Lace(YDS)	1.00					
24	Stopper (PCS)		8.00	8.00	8.00		
25	Collar Keeper (PCS)	1.00					
26	Butterfly (PCS)	1.00					
27	Clip (PCS)	1.00					
28	Ball Paper (PCS)	1.00					
29	Collar Stay (PCS)	1.00					
30	Felt (PCS)	1.00					

HONOR APPAREL COMPANY LIMITED

Brand Name : ZARA, KIABI, OVS, GEMO
Export Countries : EURPOE, GERMANY, SPAIN, UK

No.	Product Name	Product Photo
1	**Dress**	
2	**Blouse**	
3	**T-Shirt**	

HONOR APPAREL COMPANY LIMITED

Brand Name : ZARA, KIABI, OVS, GEMO
Export Countries : EURPOE, GERMANY, SPAIN, UK

No.	Product Name	Product Photo
4	**Pants**	
5	**Suit**	
6	**Jacket**	 

HONOR APPAREL COMPANY LIMITED
Production & Income Statement

Sr. No.	Particular	Unit	Year					
			1	2	3	4	5	6_9
I	**Production**		**3,932,928**	**4,129,574**	**4,336,053**	**4,552,856**	**4,780,499**	**5,019,523**
1	Dress	Pcs	3,110,400	3,265,920	3429216	3,600,677	3,780,711	3,969,746
2	Blouse	Pcs	116,640	122,472	128595.6	135,025	141,777	148,865
3	T-Shirt	Pcs	466,560	489,888	514382.4	540,102	567,107	595,462
4	Pants	Pcs	124,416	130,637	137168.64	144,027	151,228	158,790
5	Suit	Pcs	54432	57,154	60011.28	63,012	66,162	69,471
6	Jacket	Pcs	60480	63,504	66679.2	70,013	73,514	77,190
II	**CMP Charges(US $)**							
1	Dress	US$/Pcs	1	1.05	1.10	1.16	1.22	1.28
2	Blouse	US$/Pcs	1.5	1.58	1.65	1.74	1.82	1.91
3	T-Shirt	US$/Pcs	0.4	0.42	0.44	0.46	0.49	0.51
4	Pants	US$/Pcs	1.2	1.26	1.32	1.39	1.46	1.53
5	Suit	US$/Pcs	3	3.15	3.31	3.47	3.65	3.83
6	Jacket	US$/Pcs	3	3.15	3.31	3.47	3.65	3.83
III	**CMP Income**		**3,966,019**	**4,372,536**	**4,820,721**	**5,314,845**	**5,859,617**	**6,460,227**
1	Dress	US$	3,110,400	3,429,216	3,780,711	4,168,233	4,595,477	5,066,514
2	Blouse	US$	174,960	192,893	212,665	234,463	258,496	284,991
3	T-Shirt	US$	186,624	205,753	226,843	250,094	275,729	303,991
4	Pants	US$	149,299	164,602	181,474	200,075	220,583	243,193
5	Suit	US$	163,296	180,034	198,487	218,832	241,263	265,992
6	Jacket	US$	181,440	200,038	220,541	243,147	268,070	295,547

သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီးရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ (   ) ရက်

အကြောင်းအရာ။ **ထုတ်လုပ်မှုလုပ်ငန်း အဆင့်ဆင့်အား တင်ပြခြင်း**

ကျွန်တော်တို့ HONOR Apparel Company Limited သည် CMP စနစ်ဖြင့် အဂတ်အထည်များကို ထုတ်လုပ်ရာတွင် အောက်ပါလုပ်ငန်းများအတိုင်း စီမံဆောင်ရွက်ရသည်များကို သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်-

(၁) ပြည်ပမှ တင်သွင်းလာသော ကုန်ကြမ်းများအား စက်ရုံဂိုဒေါင်တွင် စနစ်တကျ ထားရှိခြင်း၊

(၂) ပထမဦးစွာ စတိုမှ ပိတ်များကို Cutting ဌာနသို့ ပို့ဆောင်၍ ပေးထားသော အော်ဒါဒီဇိုင်းPattern အတိုင်း ဖြတ်တောက်ခြင်း၊

(၃) ဖြတ်တောက်ထားသော ပိတ်များအား ချုပ်လုပ်မှုဌာနသို့ ပို့ဆောင်ချုပ်စေခြင်း၊

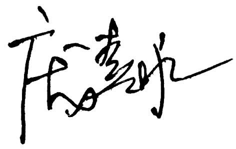
(၄) ချုပ်ထားသော အဂတ်အထည်များအား လိုအပ်သည့် Accessories များတပ်ဆင်စေခြင်း၊

(၅) ချုပ်လုပ်တပ်ဆင်ပြီးသော အဂတ်အထည်များအား အရည်အသွေးမှန်ကန်မှု ရှိ/မရှိ စိစစ်ရေးဌာနသို့ ပို့ဆောင် စစ်ဆေးခြင်း၊

(၆) အရည်အသွေးမှီသော အဂတ်အထည်များအား ထုတ်ပိုးမှုဌာနသို့ ပို့ဆောင်ခြင်း၊

(၇) ထုတ်ပိုးမှုဌာနမှ အရည်အသွေးအဆင့်မှီ အဂတ်အထည်များအား ပြည်ပသို့ ပို့ဆောင်ခြင်း။

လေးစားစွာဖြင့်



Mr. PANG XIYONG

Promoter

HONOR Apparel Co.,Ltd.

PROCESSING AGREEMENT

This Processing Agreement (this "Agreement") is made and entered into this 1st Jan, 2019 (hereinafter called the "Effective Date"), by and between **INTERNATIONAL TRADING FASHION AND APPAREL SUPPLY LIMITED**, a corporation duly organized and existing under the laws of Hong Kong with its principal place of business at KC100, 3RD FLOOR, 100 KWAI CHEONG ROAD, KWAI CHUNG, NEW TERRITORIES, HONG KONG S.A.R (hereinafter called "Principal") and **HONOR Apparel Co.,Ltd.,** a corporation duly organized and existing under the laws of the Republic of the Union of Myanmar with its principle place of business at No. (113-B), Myay Tine Block No.(64), Shwe Pyi Thar Township, Yangon Region, Myanmar (hereinafter called "Processor" and together with Principal, the "Parties" and each individually a "Party").

WHEREIN, the Parties, intending to be legally bound, agree as follows:

1. Purpose

A. HONOR Apparel Co.,Ltd. is desirous to provide garment CMP service to International Trading Fashion and Apparel Supply Limited's products.

2. Basic Agreement.

A. The Parties agree that the terms and conditions set forth in the Agreement shall serve as the basic terms and conditions of each transaction contemplated under this Agreement.

B. The Parties agree that each Processing Contract (as hereinafter defined) shall be governed by their terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and those of any Processing Contract, the terms and conditions of this Agreement shall prevail, unless the Processing Contract specifically states that the terms and conditions of this Agreement are being amended by such Processing Contract. No terms and conditions of a Processing Contract shall be deemed to govern any transaction under any other Processing Contract.

3. Placement of Orders.

A. Principal may from time to time submit orders to Processor for Processing (as hereinafter defined) of Finished Goods (as hereinafter defined), identifying (i) a description and quantity of parts and components to be provided to Processor for such Processing (such parts and components hereinafter called

“Materials”); (ii) estimated arrival dates of Materials as the port of destination in Myanmar; (iii) a description and quantity of Finished Goods to be produced; (iv) the requested shipping dates of Finished Goods; and (v) destination and routing instructions for Finished Goods. Such processing order may be transmitted via telecopy, facsimile or electronic mail. A hardcopy processing order shall be mailed as soon as possible after the time any processing order is submitted to Processor and shall be clearly identified as a confirming copy.

B. Processor shall accept a processing order that does not establish new or conflicting terms and conditions from those set forth in this Agreement. Processor shall also accept processing order incorporating terms and conditions that have been separately agreed upon in writing by the Parties. Processor may reject a processing order that does not meet the conditions set forth in this Agreement by providing to Principal, within five (5) days, a written explanation of the reasons for such rejection, otherwise such processing order shall be deemed accepted by Processor. Processor shall accept an alteration to the originally issued processing order if such alteration remedies the items set forth in Processor’s rejection. Acceptance or rejection (including the reason therefore) shall be notified to Principal within five (5) days following the receipt of a processing order and may be transmitted via telecopy, facsimile or electronic mail. A hard copy acceptance of rejection shall be mailed as soon as possible after the time any acceptance or rejection is notified to Principal and shall be clearly identified as a confirming copy.

C. The accepted orders shall be deemed as “Processing Contracts” collectively or “Processing Contract” individually. Both shall be subject to the terms and conditions of this Agreement.

4. Delivery of Materials.

A. Processor shall, at its expense and under its own responsibility, obtain all necessary customs, import and other governmental licenses, authorizations and approvals required in Myanmar for import and receipt of the Materials under each Processing Contract.

B. Principal shall deliver to Processor and Processor shall receive Materials at the premises provided for in each Processing Contract. Promptly upon receipt of Materials at the premises, Processor shall inspect the quantity of cartons or packages of Materials against shipping advise provided by Principal to Processor and shall issue an acceptance certificate of the Materials signed by Processor’s responsible officer and upon the issuance of the acceptance certificate, Principal shall be deemed to have completed its obligation to deliver the Materials hereunder.

5. Processing.

A. Pursuant to the specifications provided by Principal from time to time (hereinafter called the "Specification"), Processor shall assemble Materials and perform other processing work required in order to produce finished garments according to those specifications (hereinafter called "Finished Goods" and all of the foregoing assembly, processes and work hereinafter collectively called "Processing") in a good and workmanlike manner of the best material available. The specific time period for completion of Processing shall be as agreed upon by both Parties in each Processing Contract.
B. Processing shall be carried out at the factory of Processor located No. (113-B), Myay Tine Block No.(64), Shwe Pyi Thar Township, Yangon Region, Myanmar (hereinafter called the "Factory"), so as to complete Processing, as contemplated by a Processing Contract.

6. Prohibition of Removal; Insurance.

A. No Materials or Finished Goods (including work-in-process) shall be removed from Factory and/ or storage facility associated therewith except in accordance with Principal's shipping instructions. Processor shall bear the risk of loss of or damage to Materials and Finished Goods (including work-in-progress) at all times while the same are in its possession and until re-delivery thereof to Principal by through Processor's fault.
B. Processor shall, at its expense, arrange for Materials and Finished Goods (including work-in progress) to be insured against loss or damage and all other risks covered under its standard property insurance program, such insurance to cover Materials and Finished Goods (including work-in-progress) at all times while the same are in its possession and until re-delivery thereof to Principal. Any recovery under such insurance in respect of loss of or damage to Materials and/ or Finished Goods (including work-in-progress) shall be immediately paid over to Principal by Processor.

7. Inspection; Re-Delivery.

A. Upon completion of Processing, Processor shall notify Principal that Finished Goods are ready for shipment pursuant to Principal's instructions. Prior to shipment by Processor of Finished Goods, Principal may, in its discretion and expense, have such Finished Goods inspected by its designated agent or representative at Factory for conformity with the Specifications therefore and with the other terms and conditions of this Agreement. The Parties shall amicably discussion good faith if non-conforming Finished Goods are found in such inspection before shipment. Neither the conduct of any such

inspection nor Principal's failure to cause an inspection to be conducted shall affect any claim that Principal shall have with respect to non-conforming Finished Goods.

B. Principal shall furnish shipping instructions to Processor, indicating the required date of shipment, the quantity of Finished Goods to be shipped, port of destination and the party to which shipment is to be made. Processor shall at its own expense and under its own responsibility obtain all necessary customs, export and other governmental licenses, authorizations and approvals required in Myanmar for the exportation and shipment of the Finished Goods.

C. Prior to shipment, Processor shall package each item of Finished Goods in accordance with such requests or packing instructions as provided by Principal. Each carton box or package of Finished Goods shall have a shipping mark as instructed by Principal.

D. Pursuant to the said shipping instructions of Principal, Processor shall deliver the Finished Goods at the premises provided for in the Processing Contract. Principal shall inspect or cause its customers to inspect the Finished Goods following the delivery thereof. In case any of the Finished Goods fails to comply with the Specifications, the Parties shall amicably discuss in good faith repairing or replacement if non-conforming Finished Goods are found in such inspection after delivery. The foregoing inspection shall in no event prejudice any other rights Principal may have against Processor for the breach of its representations and warranties, whether under this Agreement, in law or in equity.

E. If the Finished Goods comply with Specifications, Principal shall issue an acceptance certificate of such Finished Goods, and upon the issuance of the acceptance certificate, Principal shall be deemed to have accepted such Finished Goods.

8. Payment.

In full consideration of Processing, Principal shall pay to Processor the amounts described in the Processing Contract.

9. Ownership of Materials and Finished Goods.

A. The Parties agree that each Processing Contract contemplates a bailment by Principal to Processor of Materials and Finished Goods (including work-in-progress) and that title and all rights of ownership in and to Materials and Finished Goods (including work-in-progress) shall be remain in Principal at all times notwithstanding delivery thereof to and possession and Processing thereof by Processor. Processor shall keep Materials and Finished Goods (including work-in-progress) free from any adverse lien, security interest or other encumbrance and in good condition and shall not waste or destroy the same or dispose of the same except as otherwise provided herein. Processor

shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Principal may require to more completely assuring to Principal its rights to Materials and Finished Goods (including work-in-progress).

B. Processor shall keep and hold in its custody Materials and Finished Goods (including work-in progress) with due care and caution in the segregated place so as to prevent them from being commingled with any other materials or products of Processor or other third parties.

C. Processor shall take all necessary steps and measures as Principal directs from time to time in order to make clear the fact that Materials and Finished Goods (including work-in-progress) under Processing shall be subject to the ownership of Principal. Said steps and measures shall include, but shall not be limited to, attaching or affixing to Materials and Finished Goods (including work-in-progress) and/or to the Factory, the signs or marks indicating that the ownership of the Materials and Finished Goods (including work-in-progress) belongs to Principal.

10. Books and Records.

A. Processor shall make and keep true and accurate records, files and separate books of account with respect to Materials and Finished Goods (including work-in-progress) held in its custody reasonably required for the full computation and verification of the amounts to be paid under this Agreement. In addition, Processor shall prepare and keep a stock list of Materials and Finished Goods (including work-in-progress), showing the balance as of the end of each month and shall submit a copy of such stock list on or before the 7th day of the following month.

B. Processor shall permit Principal or its representatives adequate access to, and to make copies of all records, files and accounting books kept by Processor related to the Materials, Finished Goods (including work-in-progress) and Processing at any time.

C. Principal shall be entitled to inspect Processor's processing activities (including Factory) from time to time, and Processor shall cooperate with such inspection in good faith, including, but not limited to, assisting Principal's agents in obtaining visas for entry to Myanmar, and allowing them full and free access to such processing activities (including Factory).

11. Worker Management.

Processor shall comply with all relevant laws in Myanmar in respect of employees and shall indemnify Principal against any claim or proceeding in respect of employment matters.

12. Technical Training.
A. Principal may at its sole discretion, but shall not be obliged to, furnish Processing technical training by and through an engineer(s) to a worker(s) of Processor at the Factory.
B. From time to time upon the request of Principal, Processor shall cause its personnel engaged in processing to take technical training furnished by Principal under paragraph A above.

13. Warranty.

A. Processor represents and warrants that (i) all Finished Goods produced by Processor under this Agreement shall strictly conform to the Specifications, (ii) the workmanship of Processor used in Processing shall be free from defects, (iii) any Processing methods used by Processor, shall be fit for the intended purposes.
B. Processor represents and warrants that each of the Finished Goods delivered by Processor to Principal, under this Agreement, shall be delivered free and cleared of any liens, claims, interests or other encumbrances.
C. If Principal notifies Processor of a discovery of non-conforming or defective Finished Goods, the Parties shall amicably discuss in good faith repairing or replacement of Finished Goods

14. Product Liability.

A. Processor shall be liable for any product liability claims based on the Finished Goods.
B. Processor expressly agrees to fully defend, indemnify and hold Principal and its customers, including their respective officers, directors, employees, or agents (collectively "Users") harm less from an against any losses, damages, liabilities, suits, demands, claims, penalties, costs and expenses whatsoever (including reasonable attorney's fees) incurred or suffered by Users relating to any actual or threatened claim, action or proceeding against Users and arising out of or in any way related to any product liability claim resulting from Processor.

15. Indemnification.

Processor hereby represents, warrants and covenants that neither the sale, import, export no ruse of the Finished Goods will infringe upon any patent, copyright, utility model right, design right, trade name, trademark, or violate any trade secret, or any other intellectual property right or contract right of any third party (collectively, "Third Party's Rights"). In the event that any suit, proceeding or claim is brought or threatened against Users by any third party

based on the infringement of any Third Party's Rights in connection with or relating to the Goods, Processor shall fully and defend, indemnify and hold harmless such Users from and against any such suit, proceeding or claim and any losses, damages, liabilities, suits, demands, claims, penalties, costs and expenses whatsoever (including reasonable attorney's fees) incurred or suffered by such Users relating to any actual or threatened claim, action or proceeding against Users and arising out of or in any way related to any such infringement or violation or alleged infringement or violation.

16. Confidentiality.

A. Each party shall treat as confidential all Confidential Information (as defined below) of the other Party, shall not use such Confidential Information except as set forth herein, and shall use best efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each Party shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, which in no case shall be less than reasonable care.

B. For the purpose of this Agreement, "Confidential Information" means any information disclosed by one Party to the other pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one Party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing Party within a reasonable time (not to extend thirty (30) days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving Party or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the preceding provisions of this Section 15, neither Party shall have liability to the other with regard to any Confidential Information of the other which the receiving Party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party;

(ii) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing Party;

(iv) was independently developed by the receiving Party without any uses of the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) became known to the receiving Party, without restriction, from a source other than the disclosing Party, without breach of this Agreement by the receiving Party and otherwise not in violation of the disclosing Party's rights;
(vi) is disclosed generally to third parties by the disclosing Party without restrictions similar to those contained in this Agreement; or
(vii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide reasonably prompt notice thereof to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
C. Upon termination of this Agreement, each Party shall return all Confidential Information thereof received from the other Party.

17. Term.

This Agreement shall come into effect on 1st Jan, 2019 and shall there after remain valid until 31st Dec, 2021 unless sooner terminated hereunder. This Agreement shall be automatically renewed for one year unless a notice to the contrary is given by either Party to the other not less than three (3) months before expiration of the term of this Agreement, the terms and conditions hereof shall be and remain applicable with respect to all Materials and Finished Products(including work-in-progress) that are the subject of processing orders issued and order acknowledgements issued prior to the effective date of such expiration and to all Processing performed or to be performed in respect thereof.

18. Termination.

A. Either Party may terminate this Agreement at any time by giving the other Party three (3) months prior written notice. In the event of this Agreement being terminated in accordance with this paragraph A, the Parties shall perform any outstanding Processing Contract pursuant to the terms and conditions of this Agreement.
B. Upon the occurrence of any one or more of the following events of default or at any time thereafter, Principal and Processor may at its option terminate or cancel this Agreement or any Processing Contract and exercise its rights and seek all remedies at law and in equity, including, without limitation, its rights as owner of Materials and Finished Goods (including work-in progress):
(i) default by Processor in performance or fulfillment of any of its obligations, covenants, representations or warranties under this Agreement or any Processing Contract; or (ii) suspension by Processor of payment to its creditor(s) or has its properties attached; or

(iii) any event which results in the acceleration of the maturity of the indebtedness of Processor to others under any agreement or undertaking; or

(iv) sale or other disposition by Processor of any Materials or Finished Goods (including work in-progress), except specifically authorized pursuant hereto;

(v) the making of any levy on any Materials or Finished Goods (including work-in-progress) or on the property of Processor, or seizure or attachment of any thereof; dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Processor.

C. In the event of this Agreement and/or any Processing Contract being terminated and/ or cancelled in accordance with the preceding paragraph B, Processor shall return without delay to Principal or any other person designated by Principal the Materials and Finished Goods (including work-in-progress) as they are at that time or, at Principals' option, after Processing thereof.

19. Notices.

All notices provided for in this Agreement, unless specifically provided otherwise, shall be given in writing and delivered in person, by telecopy (facsimile machine), or certified or registered mail, return receipt requested. Notices shall be deemed to have been given (i) upon receipt by hand delivered or telecopy, or (ii) if mailed, five (5) days after being properly mailed. Written confirmation from the sending telecopy that the facsimile transmission has successfully been completed to the recipient's correct telecopy number shall be conclusive evidence of receipt of a telecopy notice; the postmark affixed by the post office shall be conclusive evidence of the date of mailing.

20. Assignability.

Processor may not assign this Agreement or any Processing Contract in whole or in part without the prior written consent of Principal. No assignment permitted hereunder shall alter the original obligations of either Party.

21. Force Majeure.

In the event that either Party is unable to carry out its obligations under this Agreement or any Processing Contract, wholly or in part, due to the causes beyond its control, including but not limited to, fire, explosions, flood, acts of God, war or other hostilities, civil commotion, governmental acts, orders or regulations, and inability or difficulty in obtaining shipping facilities, then, upon giving prompt notice of force majeure to the other Party, the Party so affected shall be released without any liability on its part from the performance of its

obligations under this Agreement for such length of time; provided, that for the duration of such force majeure the Party so affected shall continue to use all reasonable efforts to overcome such force majeure.

22. Relation of the Parties.

In all matters related to this Agreement, the relationship of Principal and Processor shall be that of independent contractors and neither Party shall represent itself to be the employee or agent of the other.

23. Entire Agreement.

This Agreement constitutes the entire agreement in respect of business hereby contemplated by and between the Parties and supersedes all previous agreement, negotiations and commitments in respect thereto and shall not be changed or modified in any matter except by mutual consent in writing of subsequent date signed by duly authorized representatives of each Party to this Agreement.

24. Waiver.

Any waiver by either Party of any breach of any provision of this Agreement or any Processing Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement or such Processing Contract.

25. Arbitration.

Any dispute, controversy or difference arising out of in relation to or in connection with this Agreement or any Processing Contract or for the Brach thereof shall be amicably and promptly solved by the Parties through mutual consultation. Should such amicable solution not have been reached within a reasonable time, such dispute, controversy or difference or breach shall be settled by arbitration in Bangkok, Thailand pursuant to the rules of the International Chamber of Commerce, by three (3) arbitrators. The award of such arbitration shall be final and binding upon the parties hereto and judgment on such award may be entered in any court or tribunal having jurisdiction thereof.

26. Governing Law.

This Agreement and all Processing Contracts shall be governed by, and construed in accordance with the laws of China.

IN WITNESS WHEREOF, the Parties have signed this Agreement in duplicate on the day and year first above written and each of the Parties holds one copy thereof respectively.

International Trading Fashion and Apparel Supply Limited

Mr. LIU GUO FENG
Director

HONOR Apparel Co.,Ltd.

Mr. PANG XIYONG
Director

Joint Venture Agreement (Draft)

BETWEEN

PARTY "A"

Jiangsu GTIG EASTAR Co., Ltd.

(Incorporated in P.R.C)

AND

PARTY "B"

Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

(Incorporated in P.R.C)

JOINT VENTURE AGREEMENT

This AGREEMENT is made and entered into Yangon, the Republic of the Union of Myanmar, on this the day of …….. 2018 by and between:

The Foreigner Party (A):
Jiangsu GTIG EASTAR Co., Ltd. incorporated in P.R.C residing at 23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu China (hereinafter referred to as GTIG) (Which expression shall, unless repugnant to the context or the meaning there of, be deemed to include its successors, permitted assigns and legal representative). The represented person for the purpose of this Agreement by Mr. Cai Dongsheng one part, and

The Foreigner Party (B):
Zhangjiagang Free Trade Zone Huatong International Co., Ltd incorporated in P.R.C residing at Room 102, No 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China (hereinafter referred to as Zhangjiagang) (Which expression shall, unless repugnant to the context or the meaning there of, be deemed to include its successors, permitted assigns and legal representative). The represented person for the purpose of this Agreement by Mr. Pang Xiyong another part.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PREMISES HEREINAFTER CONTAINED, IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires: - “The Company” means the private company limited by shares which shall be, incorporated pursuant to the terms and conditions of this Agreement and under the Myanmar Company Act.

"Memorandum and Articles of Association" means the Memorandum and Articles of Association of the Company which shall be in the approved form as in Appendix IV hereto.

"Special Company Act" means the Myanmar Company Act, of Union ofMyanmar.

"Companies Act" means the Myanmar Companies Act, of the Union of Myanmar (Reprint 1961).

"Board of Directors" means the Board of Directors of the Company to be formed.

"Shareholder(s)" means Mr. Cai Dongsheng (who represented by GTIG), Mr. Pang Xiyong (who represented by Zhangjiagang) (parties) which may become a shareholder (shareholder) of the Company to be formed.

"A' Share" means the shares of the Company to be subscribed for Jiangsu GTIG EASTAR Co., Ltd. here under.

"B' Share' means the shares of the Company to be subscribed for Zhangjiagang Free Trade Zone Huatong International Co., Ltd. here under.

"A' Director" mean the directors nominated by Mr. Cai Dongsheng or any other "A" Shareholder(s).

"B' Directors" mean the directors nominated by Mr. Pang Xiyong or any other 'B' Shareholder (s).

"Investors" mean the foreign companies who will make investment at No. 113/B, Myay Tine Block No. (64), Industrial Zone (3), Shwe Pyi Thar Township, Yangon Region, Myanmar for the Company.

2. WARRANTY and REPRESENTATION

All parties hereto warrant to each other that it has the authority and capacity to enter into this Joint Venture Agreement.

3. INCORPORATION OF THE COMPANY

3.01 The parties hereto shall, after the signing of this Agreement and obtaining the foreign investment permit for the incorporation of the Company from the Yangon Region Investment Committee to be incorporating the Company in the name of "HONOR Apparel Co., Ltd." approved by the Registrar of Company, Directorate of Investment and Company Administration of the Republic of the Union of Myanmar.

3.02 The Company shall to the extent permitted by the laws of the Republic of the Union of Myanmar adopt the Memorandum and Articles of Association as exhibited in Annexure-IV hereto.

3.03 All reasonable expenses incurred in connection with the incorporation of the company shall be reimbursed by the Company upon the incorporation thereof.

4. <u>CONDITIONS PRECEDENT</u>

This Agreement shall become valid upon signing hereof and validity of thisagreement shallbe subject to and conditional upon the land and existing factory buildings.

5. <u>SUBSCRIPTION (EQUITY RATIO)</u>

The above Issued Share Capital shall be subscribed for as follows: -

(i) GTIG shall subscribe by capitalization of the investment for the JV Company hereof for 99% “A” shares.

(ii) Zhangjiagang shall subscribe by capitalization of the investment for the JV Company hereof for 1% “B” Shares.

5.01 **<u>PAID-UP CAPITAL</u>**

The parties hereto shall fulfill in cash or in kind up to the value of the shares for which each party has respectively subscribed in the above Clause 5.

5.02 **<u>CERTIFICATE OF SHARES</u>**

The parties hereto shall cause the Company to issue and deliver to them the certificates of all for which GTIG and Zhangjiagang have respectively subscribed hereunder at the same time of such payment of the placement of the signed deed or contract document showing the contribution in kind as mentioned in paragraph (i) or paragraph (ii) of Clause5.01 as the case may be.

6. <u>BANK ACCOUNT</u>

Upon the incorporation of the Company, the Company shall as soon as practical exercising thereafter open and maintain throughout the continuance of this Agreement a bank account or accounts with any private banks in Myanmar.

7. GENERAL MEETINGS

(a) without the unanimous consent of the parties hereto, the Company will not-alter the composition of powers of its Board of Directors or appoint any directors except for the replacement of any director in accordance with the Articles of Association;

(b) amend its Memorandum or Articles of Association;

(c) affect any merger or consolidation with or acquisition by the company of any other business company, partnership or other entity;

(d) apply for the appointment of liquidator or pass any resolution for the wind in up of the company.

(e) undertake any new JV Co., for the Company;

(f) increase or reduce authorized, issued or paid up capital or issue further share or debentures;

(g) approve any profit or loss statement, balance sheet or distribution of profits;

(h) borrow any sum or sums;

(i) lease, transfer, pledge or mortgage any property of the Company.

8. TRANSFER OF SHARE

The Parties shall not have the right to sell, assign, transfer or otherwise dispose of all or any part of its right and interest under this Agreement to its affiliates or any other party without mutual consent of the parties.

9. CONFIDENTIALITY

The parties here to undertake with each other and the Company that, unless required by law, they will not at any time use, divulge or communicate to any third persons or bodies other than to Officers and employees of the Company confidential information concerning the activities, accounts, finance or contractual arrangements or other dealings, transactions and affairs of the Company which may come to their knowledge and they shall use their best endeavors to prevent the disclosure of any confidential information concerning such matters to any persons or bodies.

10. DURATION

The terms of this Agreement shall be Initial 9 Years and extended and renewable for another period of five years two times to be approved by Myanmar Investment Commission. A new agreement for further period may be negotiated and agreed upon between either party before the expiry of this Agreement.

11. MEMORANDUM AND ARTICLES OF ASSOCIATION

11.01 If during the continuance of this Agreement, there shall be any conflict between the provisions of this agreement and the provisions of the Memorandum and Articles of Association, then during such period, the provisions of this Agreement shall prevail and as far as permissible under the laws of the Republic of the Union of Myanmar, the parties hereto shall cause such provisions of the Memorandum and Articles of Association, as the case may be, to be amended accordingly.

11.02 Nothing contained in this Agreement shall be deemed to constitute an amendment of the Memorandum and Articles of Association.

12. PARTIES UNDERTAKING

The parties hereto undertake with each other to exercise their powers in relation to the Company so as to ensure that the Company fully and promptly observes, performs and complies with its obligations under this Agreement.

13. DIVIDENDS

The net available profits, after deducting income tax, shall be shared by way of dividends to be proposed by the Board of Directors and declared at the Annual General Meeting of Shareholders. The amount of dividend per share shall be determined on the available profits of the Company. Available profit shall be defined to mean "Net Profit after Income Tax, orany provision or reserve" whichthe Board of Directors consider necessary.

14. GOOD FAITH

Each of the parties hereto undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement and Memorandum and Articles of Association.

15. FORCE MAJEURE

In the event that either party hereto shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to decrees or restraints by governmental authorities, acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations here under of that party or all the parties hereto, as the case may be and as they are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch.If such inability is continued or shall reasonably be expected by the parties hereto to continue for a period of six (6) months from the date of occurrence, the parties hereto shall discuss and agree on the counter and rectifying measure for such causes and in the event of failing to reach an agreement, this Agreement may be terminated by the parties hereto in which event the parties hereto shall cause the Company be wound up promptly.

16. RENTAL AND PAYMENT TERM

Both parties agreed that the rent of land and building using as a factory shall be settled the rental payment according to the share ratio.

17. THE TERM OF PAYMENT FOR THE RENT OF LAND AND BUILDING

17.01 The rental rate of land and building is based on the buildings area (6700 sq/m) of the Factory. The rental fees will be count at the date of settling of the HONOR Apparel Company Limited. The rental period shall be limited and approved by MIC.

17.02 Refer separate Rental Contract.

18. GOVERNING LAW AND ARBITRATION

18.01 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar.

18.02 Should any differences arise out of the Agreement the dispute shall be settled amicably between both contracting parties through mutual discussions. Disputes that cannot be settled amicably as mentioned above shall be settled in the Republic of the Union of Myanmar by arbitration, through arbitrators appointed by and each representing one of the two contracting parties. Should the arbitrators fail to reach an agreement, then the disputes shall be referred to an Umpire nominated by the two Arbitrators. [The arbitration proceedings shall in all

respects conform to the Myanmar-Arbitration Law, 2016 or any then subsisting statutory modifications thereof. The venue of arbitration shall be Yangon, the Republic of the Union of Myanmar.]

18.03 The award thereof shall be final and binding upon the parties hereto and judgment on such award may be entered in any Court of tribunal having jurisdiction thereof.

18.04 The Arbitration Fees is the responsibility of Loosing Party.

19. INSURANCE

Insurance covers prescribed under the Union of Myanmar, Foreign Investment Law shall be affected with the Myanmar Insurance.

20. PROTECTION OF ENVIRONMENT

The Company shall be responsible for the preservation of environment at and around the area of the Factory, control of pollution of air, water and land and other environmental degradation. The Company shall take necessary measures in order to fulfill environmental protection and the treatment procedure to keep the factory environment friendly.

21. RE-NEGOTIATION OF THE AGREEMENT

In the event that any situation or circumstance arises, not envisaged in this Agreement and warrants amendment (s) to this Agreement, the parties hereto shall negotiate and make the necessary amendments.

22. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall be binding upon and insure to the benefits of the respective successor and permitted assigns of the parties and signatories hereto.

23. COUNTERPARTS

This Agreement written in English, considered as the official version, shall be executed in 2 (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

24. TERMINATION

Unless otherwise specified in other provisions hereof, this Agreement may be terminated on the occurrence of one of the following events; -

(1) Agreement in writing between both parties to terminate;
(2) Substantial and continuous losses to the Company;
(3) Breach of the conditions of the Agreement by either party to the same;
(4) Incapability of implementing the original aims and objective of the Company.

For and on behalf of;

Jiangsu GTIG EASTAR Co.,Ltd.

Mr. Cai Dongsheng

Passport No. E21228326

For and on behalf of;

Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

Mr. Pang Xiyong

Passport No. G58473323

In the presence of

WITNESSES

Sign ………………………………….
Name ………………………………….
Address ……………………………….

In the presence of

WITNESSES

Sign ………………..……………….
Name………………………………….
Address ……………………………….

LEASE AGREEMENT FOR LAND AND BUILDING (Draft)

This **LEASE AGREEMENT** is made: -

BETWEEN

Daw Thin Thin Wai (12/LaMaTa (Naing) 021460), No. (105-B), Hnin Si Kone Street, Ah Lone Township, Yangon Region, the Republic of the Union of Myanmar. (hereinafter referred to as " the LESSOR" which expression shall except where the context requires another and different meaning therefrom, include its successors, legal representative and permitted assigns) of the ONE PART.

AND

HONOR APPAREL COMPNAY LIMITED [Incorporation Certificate No. ………………….], according to the Myanmar Companies Act as 100% owned foreign company in the Republic of the Union of Myanmar having it registered office at No.(113-B), Myay Tine Block No. (64), Shwe Pyi Thar Township, Yangon Region, Myanmar. (hereinafter referred to as "the LESSEE" which expression shall except where the context requires another and different meaning therefrom, include tis successors, legal representatives and permitted assigns) for the purpose of this agreement represented by its Director **MR. PANG XIYONG** (Passport No. G 58473323), of the OTHER PART.

WHEREAS

1. The **LESSEE** is desirous of utilizing the leasing land and buildings measurement - **6700** square meter [which is Building A: (2074 sq/m which is one storey including with roof storey) and Building B: (4626 sq/m which is two storey including with balcony room)] that are built on land area 6100 sq/m of totally land area (7587.86 sq/m = 1.875 Acres) at Lot No. (113-B), Myay Tine Block No. (64), Shwe Pyi Thar Township, Yangon Region, the Republic of the Union of Myanmar with building described in the map as per appendix A attached hereto (which shall from an integral part of this lease Agreement).
2. The **LESSOR** is desirous leasing the land plot of initial 9 (Nine) years after the date of Endorsement and extendable 5 years two times for 19 years terms on mutual agreement between the two parties as afore-mentioned to the **LESSEE** to enhance industrial development, whereby promote the foreign investment in Myanmar.

3. The **LESSOR** represents and warrants that it has the legal and beneficial right on the said and land WHEREAS both the **LESSOR** and the **LESSEE** hereto are legally authorized to enter into this Lease Agreement.

NOW, THIS AGREEMENT WITHNESS AS FOLLOW.

ARTICLE 1 : SCOPE OF AGREEMENT

1.1 In consideration of the rent hereinafter reserved and the covenants made by the **LESSEE** hereinafter contained, the **LESSOR** and the **LESSEE** both hereby enter in to the lease all that piece of land and building at Lot No.(113-B), Myay Tine Block No.(64), Shwe Pyi Thar Township, Yangon Region, the Republic of the Union of Myanmar measuring (**6700** square meter) as meters as per map attached as appendix A here to (which shall from an integral part of this lease Agreement) together with all the rights basements appurtenances thereto , except all mine, deposit , under the said land of initial 9 (Nine) years.

1.2 On expiry of initial 9 years term, the lease hereunder shall at the discretion of the **LESSEE** and with the consent of the LESSOR, be renewed for further period of 19 years (not exceeding the period prescribed by Foreign Investment Law) according to the mutually agreed terms.

ARTICLE 2 : TERM OF LAEASE

2.1 Term of Lease is initial (9) years from (1-7-2018) to (30-6-2027). The LESSOR agrees to provide (2) months from (- -2018) to (- -2018) as renovation period and not to charge any rent for that period.

2.2 Before expiry date of the first initial (3) years, the LESSOR shall be given the first right of refusal for renewal or extension of lease for remaining term of (6) years with rental fees depending on current value of it. In wishing to keep hiring after the end of 9 years, it shall be coordinated for rental fees depending on current value of it.

ARTICLE 3 : PAYMENT OF RENT

3.1 Rental fees fixed per year by mutual consent for the factory area 6700 sq/m is USD 15.00 per sq/m per year from first year to third year (01-07-2018 to 30-06-2021).
Rental fees for fourth to ninth years (01-07-2021) to (30-06-2027) will be discussed and fixed depending on current value of that period.

3.2 LESSEE admits to pay **USD 50,250** for (6) months within (1) week from signing date of this deed, to pay **USD 50,250** for other (6) months within (1) month from signing date. It is agreed with one another to pay rental fees for other years (1) month ahead before expiration of previous period.

3.3 If the **LESSEE** cannot oblige to the rental, the LESSOR has the option to terminate the Lease Agreement.

ARTICLE 4 : EFFECTIVE DATE OF THE LEASE

The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the **LESSOR** and the **LESSEE**.

ARTICLE 5 : LESSEE'S RIGHTS AND OBLIGATIONS

The **LESSEE** hereby covenants with the **LESSOR** that during the terms of the Lease for the followings.

5.1 Lessee agree and undertake that shall have no right to entry into the census members and only have the right to stay on the plot during the leased period under the Lessor's permission.

5.2 Lessee agree and undertake that shall not use the draft of lease agreement without prior the Lessor's permission if necessary to submit the MIC application.

5.3 Lessee undertakes that shall renovate and reconstruct the building as the original condition which has any damages occurring from fire due to the Lessee or Lessee's members within the lease period. Otherwise, Lessee shall compensate any loss due to misuse or damage caused to the properties of the Lessor as the current value.

5.4 Lessee agree to pay the commercial tax and stamp duties on the lease amount.

5.5 Lessee agree to pay the expenses such as meter charges, water charges, YCDC tax, Zone tax, and other necessary payments concerning the land and building leased during lease period.

5.6 Lessee undertake to pay the tax for all utilities on electric, telephone and other necessary payment until the end date of the lease agreement.

5.7 Lessee shall not keep contrabands against the laws in the premise leased and shall not run any business restricted by law. Lessee admits not to keep any inflammable materials or anything against the laws in the premise leased. If any case done against the laws takes place in any way, it shall be responsible to lessee, but not to Lessor and then Lessee is to compensate for the loss of Lessor in such case. If Lessee fails to return the premise leased as original condition in the end of lease, Lessor shall have a right to lock it down and get back.

5.8 Lessee shall inform to Lessor in advance (6) months to make the new contract if Lessee want to hire to continue. (Before the end of date, both parties shall inform mutually if the lease agreement will not be continue.)

5.9 Lessee undertakes to compensate and maintain for any damages occurring on electrical properties within the site and its property from fire and other risks, or as required under applicable law.

5.10 Lessee shall return the properties as the original condition on the end date of the lease agreement. If Lessee did not take out their properties, Lessor has the right to throw away.

5.11 Lessee shall obey the rules and regulations, the laws of Myanmar which is announced occasionally.

5.12 Lessee shall not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created without the prior approval of the Lessor.

5.13 Lessee shall be responsible for preservation of the environment in and around the area of the project site and to control pollution of air, water and land, and other environmental degradation. The Lessee shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment procedures to keep the project site environmental friendly.

5.14 the Lessee shall be allowed to use whatever machinery, equipment and materials necessary for operation for manufacturing of apparel factory on the leased site in accordance with the existing laws of the Republic of the Union of Myanmar.

5.15 the Lessee shall ensure that foreign personnel, and their families employed by it shall abide by the Laws of the Republic of the Union of Myanmar and they do not interfere in the internal affairs of the Republic of the Union of Myanmar.

ARTICLE 6 : LESSOR'S RIGHTS AND OBLIGATIONS

The **LESSOR** do herby covenants with the **LESSEE** during the term of the Lease for the followings.

6.1 Lessor must pay the tax on land property and income tax on land leased amount.

6.2 Lessor shall not make sell, mortgage, gift, or transfer the whole premise or a piece of it to any other one without any prior consent of Lessee during lease period. In case, if Lessor want to sell or transfer, Lessor shall act the permission from buyer to be able to continue the production until end period as the lease contract. If any problem concerning the leasing land in future, Lessor admits to settle problems.

6.3 Lessor shall make the new contract excluding the charges on the new constructed building by Lessee if Lessee want to hire to continue after finished the first contract.

6.4 Lessor shall renovate and make the heat cover roofing, the elevator to carry the load of 2tons.

6.5 Lessor shall agree to assist Lessee for MIC permit application, providing the concerned documents on the factory land.

6.6 Lessor shall make the new windows, renovation the concrete floor, painting wall.

6.7 Lessor shall pay the cost by doing the Fire certificate and BCC.

6.8 Lessor shall arrange the transformer 400KVA.

6.9 Lessor shall handover the building not later than on 30-6-2018 and remove the properties.

6.10 Lessor shall be no interference in the operation and management of the factory or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor during the term that this Lease in effect.

6.11 Lessor also agrees that the Lessee shall implement the proposed development after receiving the approval of authorities concerns, as agreed by both parties.

ARTICLE 7 : GOVERNING LAW & JURISDICTION

This lease Agreement shall be read, constructed, interpreted and governed, in all respects, by the laws of the Republic of the Union of Myanmar and the parties hereby submit to the jurisdiction of the relevant court of Myanmar and all courts competent to hear appeals therefrom.

ARTICLE 8 : CONDITION PRECEDENT

This lease Agreement is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this lease Agreement from all relevant government authorities in Republic of Union of Myanmar.

ARTICLE 9 : RENEGOTIATION OF AGREEMENT

9.1 In the event that situation or condition arise due to circumstances not envisaged in the Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such amendments.

9.2 Such amendments are subject to the approval of the Myanmar Investment Commission.

ARTICLE 10 : ARBITRATION

In the event of any dispute arising, between the parties to this Lease Agreement, which cannot be settled amicably, such dispute shall be settled in Republic of the Union of Myanmar by way of Arbitration Law 2016, through two arbitrators each one of whom shall be appointed by the **LESSOR** and the **LESSEE** respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an umpire.

ARTICLE 11 : FORCE MAJEURE

The term, “force majeure” as applied herein shall mean Act of God, restraints of a Government, strikes, industrial disturbances, wars, brocades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earth quakes, storms and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE 12 : MINERAL RESOURCES AND TREASURES

12.1 Natural resources or antique or ancient monument or treasures discovered unexpectedly from, in or under the lease land hereunder during the term of this Agreement, shall be the property of the Government of the Republic of the Union of Myanmar, and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the above said property at any time.

12.2 The **LESSEE** shall inform promptly to the Head of the relevant administration office and the Myanmar Investment Commission within 24 hours from the time of such discovery.

ARTICLE 13 : INTEGRAL PART OF AGREEMENT

This Agreement together with Appendices hereto shall, for all purposes, form the integral part of the Agreement.

ARTICLE 14 : NOTICE

Any notice or other communication required to given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

The addresses of parties are as follows:

LESSOR :	Name	-	Daw Thin Thin Wai
	Address	-	No. (105-B), Hnin Si Kone Street, Ah Lone Township, Yangon Region, Myanmar.
LESSEE :	Name	-	Honor Apparel Company Limited
	Address	-	Lot No.(113-B), Myay Tine Block No.(64), Shwe Pyi Thar Township, Yangon Region, Myanmar.

ARTICLE 15 : LANGUAGE

This Agreement shall be written in English and be governed by the laws of Myanmar.

ARTICLE 16 : RETRANSFER OF LEASED PROPERTY

16.1 Upon the expiry of lease period, the **LESSEE** shall transfer the lease land (including the building and structure built by the **LESSEE**) to the **LESSOR** in good condition, floor damages having been refilled or repair without any consideration within 3 (Three) months and shall leave all immovable items on "as in" basis. However, the **LESSEE** shall have the right to remove, at the expenses of the **LESSEE** the machineries and equipment's installed by the **LESSEE** without severely damaging the building or structure.

16.2 The **LESSEE** shall settle in full all dues incurred under this Agreement and shall also provide the **LESSOR** with documents in support of such settlement.

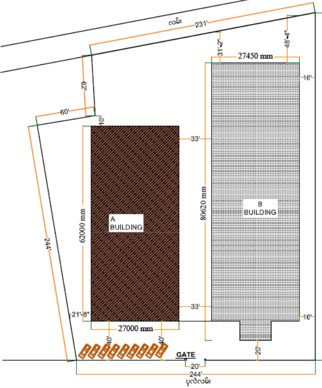
IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

LESSOR	**LESSEE**
Daw Thin Thin Wai	Mr. Pang Xiyong
12/LaMaTa(Naing)021460	Passport No. G 58473323
	On behalf of
	Honor Apparel Co.,Ltd.

In the presence of :

(1)	(2)
Name : …………………………..	Name : …………………………..
Designation : ………………………	Designation : ………………………
Address : …………………………..	Address : …………………………..

HONOR APPAREL COMPANY LIMITED
Building Layout



BUILDING LAYOUT PLAN

Scale~1"=40'

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်
အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE
၂၀၀ကျပ် K200

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်
အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE
၂၀၀ကျပ် K200

မြေငှားစာချုပ်

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်
အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE
၁၀ကျပ် K10

အစ ခုနှစ်၊ (မြေငှား) အမှတ်တွဲ အမှတ် ၇၂၁၁၆က/မြ (မြေ) ၁၂၅/၂၀၀၇ အရ၊ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟုရည်ညွှန်းသည်၊ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ______ မြို့နေ ဦး မြင့်ဝေ ______ ၏၊ သား/သမီး ဖြစ်သော

ဦး/ဒေါ် ______ အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/လမတ(နိုင်)၀၂၁၄၆၀ ______ (နောက်တွင် "အငှား စာချုပ်ရသူ"

ဟု ရည်ညွှန်းသည်၊) တို့ ၁၃ ၆၉ ______ ခုနှစ် ______ လဆန်း/လပြည့်ကျော် ______ ရက်နေ့၊ ၁၉ ၂၀၀၈ ______ ခုနှစ်၊

(______ မတ် ______ လ ______ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့် လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်ရိုင်း (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထိုကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ______ ၅.၃.၂၀၀၆ ______ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ______ ၂၀၂၂ ______ ခုနှစ် ၊ ______ မတ် ______ လ ______ ရက်နေ့၌၊ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ______ ၂၀၀၆ ______ ပြား ______ (______) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း ၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဧပြီ ၁-ရက်နေ့တွင် လည်းကောင်း ၊ ဇူလိုင်လ -၁ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလအပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက်အပိုဒ် ၃-တွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအားသတ်မှတ်သည့်မြေငှားခများကိုအငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင်ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

၂၀၀၈

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက် စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၃) ခုနှစ်၊ မတ် လ၊ (၄) ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံးသည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တကိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ ရွာနှင့် အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့ တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ [illegible] သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေး ဦးစီးဌာန

မြို့ - [illegible]

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်ဝင်း တံဆိပ် [signature] ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦးကျော်အောင် [signature] ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးကျော်လင်းနိုင် တို့

ရှေ့ မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

[signature] ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဦးကျော်ဝင်း

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) [signature]

အငှားစာချုပ်ရသူ [illegible] က
လက်မှတ်ရေးထိုးသည်။

[signature] အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ [illegible] ရွှေပြည်သာ

၂။ [signature]

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား

ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ________
မြေတိုင်းရပ်ကွက်အမှတ် ၆၄
ရန်ကုန်မြို့ ရွှေပြည်သာ မြို့နယ်။
အတွင်းရှိ ________ တန်းစား၊ မြေကွက်အမှတ် ၁၁၃/ဘီ
ဖြစ်သည်။ ပူး တွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၂၆ ပေ၊ အနံ ၃၅၆ ပေခန့်ရှိသော အလား အလာ
အရှေ့ လားသော် [illegible] ၂၃၁ ၂၄၄
အနောက်လားသော် [illegible]
တောင်လားသော် မြေကွက်အမှတ် - ၁၁၃/[illegible]၊ မြေကွက်အမှတ် - ၁၁၃/ဘီ
မြောက်လားသော် [illegible]
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၁.၈၇၅ ဧက၊ (စတုရန်းပေ [illegible])

မူရင်း

ရန်ကုန် မြို့တော်

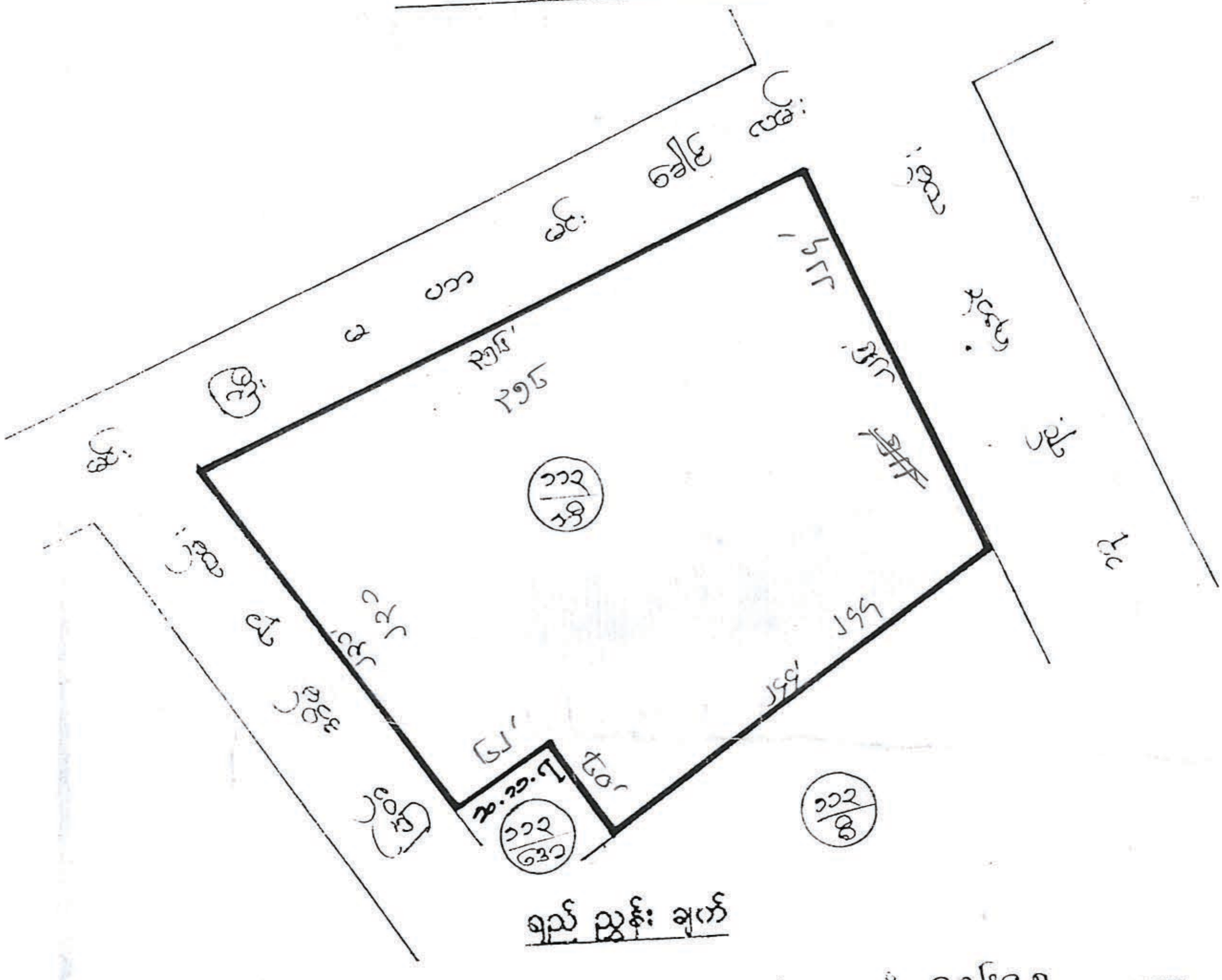
ဘိုး အိမ် ပုံ စံ

အကတ်စ် - ၂၂

---------------- မြို့နယ်၊ လူနေရပ်ကွက် ----------------

မြေတိုင်းရပ်ကွက်အမှတ် ---၆၄--- မှ မြေကွက်အမှတ် ---၁၁၃/၁၅--- ၏မြေပုံ

၁ လက်မလျှင် ၁၀၀ ပေစကေး



---------------- ဧရိယာ   စတုရန်းပေ ---၈၁၆၇၅---

ဧက ---၁.၈၇၅---

မြေတိုင်း(၄)   မြေတိုင်း(၃)   မြေတိုင်း(၂)

ဒုတိယညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
မြို့ပြနှင့် ... ဌာန



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့်

အမှတ် အသား---

(အမှတ်---

ရက်စွဲ---

အမည်---

မွေးသက္ကရာဇ်---

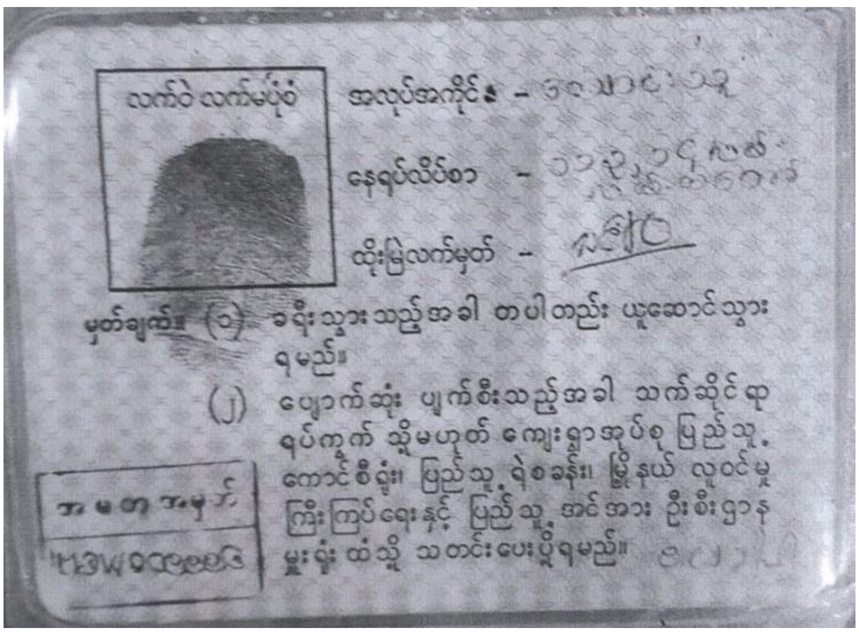
လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---



လက်ဝဲ လက်မပုံစံ

အလုပ်အကိုင် –

နေရပ်လိပ်စာ –

ကိုင်ဆောင်သူလက်မှတ် –

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရပ်ကွက် သို့မဟုတ် ကျေးရွာအုပ်စု ပြည်သူ့ကောင်စီရုံး၊ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနရုံး ထံသို့ သတင်းပေးပို့ရမည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အောင်နာ အယ်ပရယ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် အောင်နာ အယ်ပရယ် ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် USD 4,800,000 /-(ကျပ် USD Four point Eight Million တိတိ) ဖြစ်၍ငွေကျပ် USD 100 /-(ကျပ် USD one hundred တိတိ) တန် အစုရှယ်ယာပေါင်း (48,000) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

1. CMP စနစ် အဂတ်အထည်အမျိုးမျိုးချုပ်လုပ်ခြင်းလုပ်ငန်း

၇။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည့်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Jiangsu GTIG EASTAR Co.,Ltd. 23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu, China.	Incorporated in CHINA	၄၇၅၂၀	
(a)	Represented by: Mr. CAI DONGSHENG Room A4-904, Lijinghuadu Garden Yangshe Town, Zhangjiagang City, Jiangsu Province, China. (ကုန်သည်)	Chinese E 21228326		
2.	Zhangjiagang Free Trade Zone Huatong International Co.,Ltd. Room 102, No. 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China.	Incorporated in CHINA	၄၈၀	
(a)	Represented by: Mr. PANG XIYONG Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China. (ကုန်သည်)	Chinese G 58473323		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ၊ ၁၈ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးကျော်ဝင်း(B.Sc, H.G.P., R.L)
တရားလွှတ်တော်ရှေ့နေ(၄၇၄၅)
၅၀/ပ-ထပ်၊အခန်း(စီ-၁)၊ဘုတ်လမ်း၊ရန်ကုန်မြို့။
Tel:73112973

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အော်နာ အယ်ပရယ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ်အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် USD 4,800,000 /-(ကျပ် USD Four point Eight Million တိတိ)ဖြစ်၍ ငွေကျပ် USD 100 /-(ကျပ် USD One Hundred တိတိ)တန် အစုရှယ်ယာပေါင်း (48,000) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိဟုရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) Mr. CAI DONGSHENG

(၂) Mr. PANG XIYONG

(၃)

(၄)

(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

❖ ❖ ❖ ❖ ❖ ❖ ❖

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Jiangsu GTIG EASTAR Co.,Ltd. 23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu, China.	IIncorporated in CHINA	၄၇၅၂၀	
(a)	Represented by: Mr. CAI DONGSHENG Room A4-904, Lijinghuadu Garden Yangshe Town, Zhangjiagang City, Jiangsu Province, China. (ကုန်သည်)	Chinese E 21228326		
2.	Zhangjiagang Free Trade Zone Huatong International Co.,Ltd. Room 102, No. 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China.	Incorporated in CHINA	၄၈၀	
(a)	Represented by: Mr. PANG XIYONG Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China. (ကုန်သည်)	Chinese G 58473323		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ၊ ၁၈ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးကျော်ဝင်း(B.Sc, H.G.P, R.L)
တရားလွှတ်တော်ရှေ့နေ(၄၇၄၅)
၅၀/ပ-ထပ်အခန်း(ခ-၁)ဘောက်လမ်း၊ရန်ကုန်မြို့။
Tel:73112973

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

HONOR Apparel COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

(a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. USD 4,800,000 /- (Kyats USD Four point Eight Million Only) divided into (48,000) shares of Ks. USD 100 /- (Kyats USD One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

6. The Objective For Which The company is established are

1. Manufacturing of Apparel on CMP Basis

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	Jiangsu GTIG EASTAR Co.,Ltd. 23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu, China.	Incorporated in CHINA	47520	(signature)
(a)	Represented by: Mr. CAI DONGSHENG Room A4-904, Lijinghuadu Garden Yangshe Town, Zhangjiagang City, Jiangsu Province, China. (Merchant)	Chinese E 21228326		
2.	Zhangjiagang Free Trade Zone Huatong International Co.,Ltd. Room 102, No. 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China.	Incorporated in CHINA	480	(signature)
(a)	Represented by: Mr. PANG XIYONG Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China. (Merchant)	Chinese G 58473323		

Yangon Dated ၂၀၁၈ the [illegible] day of [illegible]

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးကျော်ဝင်း(B.Sc, H.G.P., R.L)
တရားလွှတ်တော်ရှေ့နေ(၄၇၄၅)
၅၀/ပ-ထပ်အခန်း(ဗီ-၁)၊ဘောက်လမ်း၊ရန်ကုန်မြို့။
Tel:73112973

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

HONOR APPAREL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is HONOR APPAREL COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks. USD 4,800,000 /- (Kyats USD Four point Eight Million Only) divided into (48,000) shares of Ks. USD 100 /- (Kyats USD One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

(1) Mr. CAI DONGSHENG
(2) Mr. PANG XIYONG
(3)
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	Jiangsu GTIG EASTAR Co.,Ltd. 23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu, China.	Incorporated in CHINA	47520	(signature)
(a)	Represented by: Mr. CAI DONGSHENG Room A4-904, Lijinghuadu Garden Yangshe Town, Zhangjiagang City, Jiangsu Province, China. (Merchant)	Chinese E 21228326		
2.	Zhangjiagang Free Trade Zone Huatong International Co.,Ltd. Room 102, No. 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China.	Incorporated in CHINA	480	(signature)
(a)	Represented by: Mr. PANG XIYONG Room 3205, Building 8, Junlinxincheng Garden, Zhangjiagang City, Jiangsu Province, China. (Merchant)	Chinese G 58473323		

Yangon Dated ၂၀၁၈ the ၃၁ day of [illegible]

It is hereby certified that the persons mentioned above put their signatures in my presence.

(signature)

ဦးကျော်ဝင်း (B.Sc, H.G.P, R.L)
တရားလွှတ်တော်ရှေ့နေ (၄၇၄၅)
၅၀/ပ-ထပ်အောင်း(စ-၁)ဘောက်လမ်း ရန်ကုန်မြို့
Tel: 73112973

သို့

ဥက္ကဋ္ဌ
ရန်ကုန်တိုင်းဒေသကြီးရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ။ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ (   ) ရက်

အကြောင်းအရာ။ **အသုံးပြုမည့် ဘဏ်အမည်အား တင်ပြခြင်း**

ကျွန်တော်တို့ HONOR Apparel Company Limited သည် ရင်းနှီးမြှုပ်နှံမှုအတွက် လိုအပ်သော နိုင်ငံခြားငွေကို မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်အသိအမှတ်ပြု Oversea-Chinese Banking Corporation (OCBC) ကို အသုံးပြု၍ လုပ်ဆောင်မည် ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Mr. PANG XIYONG

Promoter

HONOR Apparel Co.,Ltd.

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中 华 人 民 共 和 国 **PEOPLE'S REPUBLIC OF CHINA**

护 照
PASSPORT

类型/Type
P

国家码/Country Code
CHN

护照号码/Passport No.
E21228326



姓名/Name
才 东 升
CAI, DONGSHENG

性别/Sex
男/M

国籍/Nationality
中国/CHINESE

出生日期/Date of birth
10 AUG 1971

出生地点/Place of birth
甘肃/GANSU

签发日期/Date of issue
31 5月/MAY 2013

签发地点/Place of issue
江苏/JIANGSU

有效期至/Date of expiry
30 5月/MAY 2023

签发机关/Authority
公安部出入境管理局
MPS Exit & Entry Administration

持照人签名/Bearer's signature
才东升

0135595989

POCHNCAI<<DONGSHENG<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E212283266CHN7108101M2305307LCMFLGKLMJPNA928

ICBC 中国工商银行

资 信 证 明 书（正本）

Certificate of Creditworthiness (original)

编号：苏B00161251

日期：Date: 2018 / 04 / 13 /

致：敬启者
To DEAR ALL

江苏国泰亿达实业有限公司委托我行对其在我行的存款状况开立证明书。经确认，具体情况如下：
GTIG EASTAR COMPANY LIMITED requests us to issue a certificate as to its deposit at our bank.Upon verification,we confirm that:

该单位在中国工商银行张家港分行开立基本账户，账号1102027009914025139。截至2018年04月12日（即该日我行营业终了结账时），上述账户存款余额为：

The Unit opened primary deposit account (A/C No:1102027009914025139) at ZHANGJIAGANG SUB-BRANCH,Industrial and Commercial Bank of China.The deposit balance of the above account as of April 12th, 2018 (at the close of business of our bank on the date) is as follows:

（美元）小写：USD5,413,650.36
(USD) In numbers: USD5,413,650.36
大写：伍佰肆拾壹万叁仟陆佰伍拾元零叁角陆分
In words: five million, four hundred and thirteen thousand, six hundred and fifty point thirty-six USD

200×270mm

仅此证明，下无正文。
It is hereby certified. There is no body text below.

银行签章
Bank's Seal

验证码：【 B FD3 93 8 84 0 2 0 】
(01)

有权签字人
Authorized Signature

提示：阅读本证明书时请同时阅知证明书背面"声明"。
Note: Please read this certificate in conjunction with "Statement" on the back of the certificate.

声明

Statement

1、本证明书不得转让，不得作为担保、融资等经济行为的依据或凭证。

1.This certificate is non-transferable and cannot be used as a document of guarantee or financing.

2、被证明人确认本证明书内容无误，并同意我行开立。

2.The person to be certified confirms that this certificate is correct in all respects and consents to our issuing this certificate.

3、本证明书中余额仅代表本证明所述时点的账面余额，不包括任何未达账项。

3.All balances stated in this certificate are the book balances as of the time and date of this certificate and do not include any accounts in transit.

4、本证明书仅限于证明被证明人在我行的上述业务事实，不应被理解为我行对被证明人其他业务情况或整体情况的明示或暗示立场，无论该立场是否有利于被证明人。我行对任何人依据本证明书所采取的经济行为而产生的任何结果不承担任何法律责任。

4.This certificate is to be used solely to certify the above business facts at our bank, and shall not be interpreted as an expression of our express or implied opinion as to the other business conditions or the overall business situation of the certified person, no matter whether the opinion benefits the certified person or not. We shall not be legally liable for any economical consequences arising out.

5、本证明书以中文为准，英文仅供参考。

5.The Chinese version of this certificate shall control, and the English version thereof is for reference only.

6、本证明书正、副本各一份。正本与副本具有同等效力，正本只限送往所致单位，涂改、复印无效。副本由本行留存。

6.This certificate is made in one original and one duplicate. Both are equally authentic. The original shall be delivered to the addressee. Altered certificates or photocopies thereof are invalid. The duplicate shall be retained at our bank.

7、本证明书自签字并盖章之日起生效。

7.This certificate shall become effective as of the date it is signed and sealed.

Jiangsu GTIG Eastar Company Limited

23-30 Floor, New Century Plaza, Renmin Road, Zhangjiagang City, Jiangsu China

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD on 10th May 2018.

PRESENT: Mr. Cai Dongsheng

Mr. Chen Xiaodong

Mr. Tang Zhufa

Mr. Zhao Hanli

Ms. He Cui

1. **CHAIRMAN**

   Mr. **Cai Dongsheng** was elected Chairman of meeting.

2. **QUORUM**

   It was noted that a quorum was present and the Chairman declared that the meeting duly convened and constituted.

3. **RESOLUTIONS**

   (i) All Directors have decided to make investment and expand the business activities of the company by setting a wholly owned subsidiary under mentioned name, which will be incorporated in the Republic of the Union of Myanmar.

   Name of the company in Myanmar: **Honor Apparel Company Limited**

   (ii) That Mr. **Cai Dongsheng** holding passport no. **E21228326** be authorized to represent our company acting as Managing Director in the new company in Myanmar.

   (iii) That Mr. **Pang Xiyong** holding passport no. **G58473323** be authorized to represent our company acting as Director and be authorized in the formation of the new company in Myanmar.

   (iv) All Directors have decided that the following person(s) will become the Authorized Person(s) for the Bank Account opening in Myanmar on behalf of **Honor Apparel Company Limited** incorporated in Myanmar.

   Mr. **Cai Dongsheng** holding passport no. **E21228326** as Authorized Person.

   Mr. **Pang Xiyong** holding passport no. **G58473323** as Authorized Person.

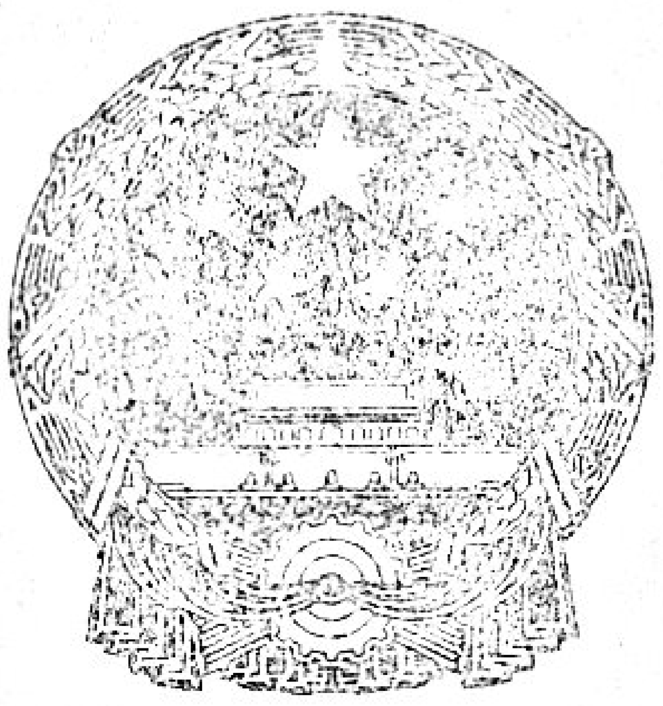
4. **TERMINATION**

There being no further business the Chairman declared the Meeting closed.

....

Chairman

编 号 320582000201708150136



营业执照

(副 本)

统一社会信用代码 91320582142166487K （1/1）

名称	江苏国泰亿达实业有限公司
类型	有限责任公司
住所	张家港市杨舍镇人民中路125号（国泰新世纪广场）B1901-2401
法定代表人	才东升
注册资本	17800万元整
成立日期	1992年10月05日
营业期限	1998年01月03日至******
经营范围	批发、零售贸易，自营和代理各类商品及技术的进出口业务；化工产品购销；危险化学品（按许可证所列范围及经营方式）经营；服装、针织类制造、加工、销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

登记机关

2017年 08月 15日

企业信用信息公示系统网址： www.jsgsj.gov.cn:58888/province

中华人民共和国国家工商行政管理总局监制

公　证　书

(2018)苏张证经外字第50号

申请人：江苏国泰亿达实业有限公司

住所：张家港市杨舍镇人民中路125号（国泰新世纪广场）B1901-2401

法定代表人：才东升，男，公民身份号码：62010519710810101X

委托代理人：吴贤波，男，公民身份号码：320582198510262311

公证事项：营业执照

兹证明张家港市市场监督管理局于二〇一七年八月十五日发给江苏国泰亿达实业有限公司的《营业执照（副本）（1/1）》的原件与前面的复印件相符，原件属实。

中华人民共和国江苏省张家港市公证处

公证员　赵治平

二〇一八年三月二十七日

Serial No. 32058200020170815 0136

BUSINESS LICENSE

(Duplicate)

Unified Social Credit Code 913205821421664 87K (1/1)

Name:	Jiangsu GTIG EASTAR Co., Ltd.
Type:	Limited Liability Company
Domicile:	B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City
Legal Representative:	Cai Dongsheng
Registered Capital:	RMB 178,000,000 Yuan Only
Date of Foundation:	October 5, 1992
Business Term:	From January 3, 1998 to ******
Business Scope:	Trade of wholesale and retail, self-operation and agency of the import & export business of all kinds of goods and technologies; purchase and sale of chemical products; operation of dangerous chemicals (based on the scope and operation mode listed in the license); manufacturing, processing and sale of clothing and knit goods. (Items that shall be approved by laws can be operated only after being permitted by related authorities.)

(QR Code)

Registration Organ:

(With the seal of the Market Supervision Administration of Zhangjiagang City)

August 15, 2017

Enterprise Credit Information Public System Web: www.jsgsj.gov.cn:58888/province

Formulated and supervised by the State Administration for Industry & Commerce of the People's Republic of China

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.50

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: Business License

This is to certify that the foregoing copy conforms to the original Business License (Duplicate) (1/1) issued by the Market Supervision Administration of Zhangjiagang City to Jiangsu GTIG EASTAR Co., Ltd. on August 15, 2017, and that the original document is authentic.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

5178639

Audit Report

X. K. S. B. Zi. [2017] No. ZA13481

All shareholders of Jiangsu GTIG EASTAR Co., Ltd.:

We have audited the financial statements of Jiangsu GTIG EASTAR Co., Ltd. (hereinafter referred to as the Company) attached hereafter, including the Consolidated Balance Sheet and Balance Sheet of the Company dated December 31, 2016, the Consolidated Profit Statement and Profit Statement of the Company, Consolidated Cash Flow Statement and Cash Flow Statement of the Company, Consolidated Form of Alteration to Owner's Equity and Form of Alteration to Owner's Equity of the Company of 2016, as well as Notes to the Financial Statements.

I. Management's Responsibility for Financial Statements

The management of your company is responsible for the preparation and the true and fair presentation of these financial statements. Such responsibilities include: (1) preparing financial statements in accordance with Enterprise Accounting Standard, and giving a fair view on them; (2) designing, implementing and maintaining the necessary internal control to avoid any material misstatement in financial statements due to fraud or error.

II. Responsibility of Certified Public Accountants

Our responsibility is to offer audit opinion on these financial statements on the basis of audit. We have carried out the audit according to the regulations under the Audit Standard for Chinese Certified Public Accountants. The Audit Standard for Chinese Certified Public Accountants requests us to comply with professional ethics criterion, to plan and carry out audit work so as to obtain reasonable guarantee on whether or not there is any significant false declaration in the financial statements.

The audit work involves carrying out audit procedures so as to obtain the amount of the relevant financial statements and the disclosed audit evidences. The choice of audit procedures depends on the CPA's judgment including the estimation on the risk of significant fault declaration of the financial statements because of cheats or mistakes. When carrying out risk estimation, we considered the internal control relative to the formulation of the financial statements to design proper audit procedures; however, the objective is not to express opinion on the effectiveness of the internal control. The audit work also includes the appraisal on the appropriateness of the accounting policies chosen by the management and the rationality of accounting estimation, as well as the general declaration of the financial statements.

We believe that the audit evidences we obtained are adequate and reasonable, and provide basis for expressing the audit opinion.

III. Audit Opinion

We think that the above financial statements of the Company are in all important aspects formulated in accordance with the regulations under the Enterprise Accounting Standard, and fairly reflect the consolidated financial status and financial status of the Company on December 31, 2016, the consolidated operation results and cash flow, and operation results and and cash flow of the Company of 2016.

Shu Lun Pan Certified Public Accountants LLP (Seal)	Chinese CPA: Zheng Xiaodong	Seal: Chinese CPA: Zheng Xiaodong
	Chinese CPA: Xu Zhimin	Seal: Chinese CPA: Xu Zhimin
Shanghai, China		

April 24, 2017

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.51

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: true and exact abridged edition

This is to certify that the foregoing abridged edition conforms to the original Audit Report of the Audit Report and Financial Statements (2016) of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the Authorized Agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

Jiangsu GTIG EASTAR Co., Ltd.

Consolidated Profit Statement

2016

(Unless otherwise explicitly stated, the amount unit shall be RMB Yuan)

Item	Notes 5	Amount of this period	Amount of previous period
I. Total business income		2,509,800,871.28	2,269,799,828.29
Including: Business income	(XXVI)	2,509,800,871.28	2,269,799,828.29
Interest income			
Earned Premium			
Fee and commission income			
II. Total business cost		2,393,024,607.35	2,164,079,523.24
Including: Business cost	(XXVI)	2,200,904,725.59	1,997,759,054.79
Interest expense			
Fee and commission expense			
Surrender charge fee			
Net payments for insurance claims			
Net amount of reserves for reinsurance contract			
Commission on insurance policies			
Amortized reinsurance expenses			
Taxes and surcharges	(XXVII)	3,289,218.67	1,483,018.27
Sales expense	(XXVIII)	86,003,490.33	70,160,013.69
Management expense	(XXIX)	89,811,983.65	110,160,558.26
Financial expense	(XXX)	6,090,797.31	4,712,898.29
Assets impairment loss	(XXXI)	6,420,944.80	-7,361,581.70
Add: Profit on fair value change (enter "-" for loss)			
Investment income (enter "-" for loss)	(XXXII)	-503,447.00	12,834,438.36
Including: Income from investment to associate and joint venture		3,631,034.99	151,891.67
Exchange gain (enter "-" for loss)			
III. Operation profit (enter "-" for loss)		116,776,263.93	105,720,305.05
Add: Non-business income	(XXXIII)	2,040,406.87	1,615,692.10
Including: Profit from disposal of non-current assets			254,528.97
Subtract: Non-business expense	(XXXIV)	306,256.09	730,930.12
Including: Loss from disposal of non-current assets			405,848.23
IV. Total profit (enter "-" for total loss)		118,510,414.71	106,605,067.03
Subtract: Income tax expense	(XXXV)	31,633,041.74	27,170,282.28
V. Net profit (enter "-" for net loss)		86,877,372.97	79,434,784.75
Including: Net profit realized before merging by the merged party in enterprise consolidation under the same control			
Net profit attributed to owners of the parent company		88,908,884.47	80,820,756.95
Minority shareholders' profit and loss		2,031,511.50	1,385,972.20
VI. Net after-tax amount of other comprehensive income		717,372.96	
Net after-tax amount of other comprehensive income attributed to owners of the parent company		662,914.65	
(I) Other comprehensive income that cannot be re-classified as profit and loss later			
1. Re-measurement of change in net liabilities or assets of defined benefit plan			
2. Shares in other comprehensive income of invested unit that cannot be re-classified as profit and loss calculated by equity method			
(II) Other comprehensive income that will be reclassified as profit and loss later			
1. Shares in other comprehensive income of invested unit that will be reclassified as profit and loss later calculated by equity method			
2. Profit and loss from change of fair value of available-for-sale financial assets			
3. Profit and loss of held-to-maturity investment after reclassified as available-for-sale financial assets			

4. Effective part of profit and loss from cash-flow hedge			
5. Foreign currency financial statement conversion difference		662,914.65	
6. Others			
Net after-tax amount of other comprehensive income belonging to minority shareholders		54,458.31	
VII. Total comprehensive income		87,594,745.93	79,434,784.75
Total comprehensive income attributed to owners of the parent company		89,571,799.12	80,820,756.95
Total comprehensive income attributed to minority shareholders		-1,977,053.19	-1,385,972.20
VIII. Earnings per share:			
(I) Basic earnings per share (RMB Yuan/share)			
(II) Diluted earnings per share (RMB Yuan/share)			

Notes to the Financial Statements attached hereto is an integral part of the Financial Statements.

Legal representative of the enterprise: Chief accountant: Principal person of the accounting office:

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.53

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: true and exact abridged edition

This is to certify that the foregoing abridged edition conforms to the original Consolidated Profit Statement of Jiangsu GTIG EASTAR Co., Ltd. of the Audit Report and Financial Statements (2016) of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the Authorized Agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

Jiangsu GTIG EASTAR Co., Ltd. (Seal)

Consolidated Balance Sheet

December 31, 2016

(Unless otherwise explicitly stated, the amount unit shall be RMB Yuan)

Assets	Notes 5	Closing balance	Opening balance
Current assets:			
Monetary fund	(I)	231,272,561.90	184,613,061.10
Deposit reservation for balance			
Lending funds			
Financial asset which is calculated with fair value and changes of which will be accounted into the current profit and loss			
Derivative financial assets			
Notes receivable	(II)		50,000.00
Accounts receivable	(III)	349,754,622.09	234,959,653.15
Accounts prepaid	(IV)	31,906,813.32	41,934,369.92
Premiums receivable			
Reinsurance accounts receivable			
Provision of cession receivable			
Interest receivable			
Dividends receivable			
Other receivable	(V)	11,578,214.98	5,320,787.91
Redemptory monetary capital for sale			
Inventory	(VI)	145,187,010.76	116,400,916.74
Assets categorized as held to be sold			
Non-current assets due within one year			
Other current assets	(VII)	70,081,893.45	39,065,510.45
Total current assets		839,781,116.50	622,344,299.27
Non-current assets:			
Loans and cash advance			
Financial assets available for sales	(VIII)		20,000,000.00
Held-to-maturity investment			
Long-term receivables			
Long-term equity investment	(IX)	20,907,445.22	22,676,410.23
Investment property			
Fixed assets	(X)	251,482,723.02	259,203,368.19
Construction in progress			
Construction materials			
Disposal of fixed assets			
Productive biological assets			
Oil and gas assets			
Intangible assets	(XI)	47,937,702.87	1,707,451.64
Development expenditure			
Goodwill			
Long-term unamortized expenses	(XII)	3,009,819.79	2,834,004.82
Deferred income tax assets	(XIII)	4,352,489.08	3,333,142.41
Other non-current assets			
Total non-current assets		327,690,179.98	309,754,377.29
Total assets		1,167,471,296.48	932,098,676.56

Notes to the Financial Statements attached hereto is an integral part of the Financial Statements.

Legal representative of the enterprise: Chief accountant: Principal person of the accounting office:

Jiangsu GTIG EASTAR Co., Ltd. (Seal)
Consolidated Balance Sheet (Continued)
December 31, 2016
(Unless otherwise explicitly stated, the amount unit shall be RMB Yuan)

Liabilities and owner's equity	Notes 5	Closing balance	Opening balance
Current liabilities:			
Short-term borrowing	(XIV)	118,000,000.00	119,011,732.51
Borrowings from central bank			
Deposits from customers and interbank			
Borrowing funds			
Financial liability which is measured with fair value and changes of which is accounted into current profit and loss			
Derivative financial liabilities			
Notes payable	(XV)	135,771,851.50	30,278,209.94
Accounts payable	(XVI)	324,321,801.09	261,413,204.04
Advance collections	(XVII)	42,078,379.36	62,999,565.91
Financial assets sold for repurchase			
Fee and commission payable			
Employee compensation payable	(XVIII)	43,531,969.33	34,991,131.12
Taxes and expenses payable	(XIX)	27,662,081.32	29,926,129.68
Interest payable			
Dividends payable	(XX)	21,461,263.75	
Other accounts payable	(XXI)	61,680,909.65	92,288,406.60
Reinsurance accounts payable			
Reserves for insurance contract			
Acting trading securities			
Acting underwriting securities			
Debts categorized as held to be sold			
Non-current liabilities due within one year			
Other current liabilities			
Total current liabilities		774,508,256.00	630,908,379.80
Non-current liabilities:			
Long-term borrowing			
Bonds payable			
Including: Preferential stock			
Perpetual capital securities			
Long-term payables			
Employee compensation payable			
Special payables		1,562,805.39	
Estimated liabilities			
Deferred income		1,261,673.93	
Deferred income tax liabilities			
Other non-current liabilities			
Total non-current liabilities		2,824,479.32	
Total liabilities		777,332,735.32	630,908,379.80
Owners' equity:			
Capital stock	(XXII)	120,880,000.00	120,880,000.00
Other equity instrument			
Including: Preferential stock			
Perpetual capital securities			
Capital reserves	(XXIII)	32,484,961.69	32,988,704.94
Subtract: Treasury stock			
Other consolidated income		662,914.65	
Special reserves			
Surplus reserves	(XXIV)	87,076,089.88	67,600,204.58
General risk reserves			
Undistributed profit	(XXV)	150,183,735.19	80,750,736.02
Total owners' equity attributed to parent company		391,287,701.41	302,219,645.54
Minority equity		-1,149,140.25	-1,029,348.78
Total owners' equity		390,138,561.16	301,190,296.76
Total liabilities and owners' equity		1,167,471,296.48	932,098,676.56

Notes to the Financial Statements attached hereto is an integral part of the Financial Statements.

Legal representative of the enterprise: Chief accountant: Principal person of the accounting office:

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.52

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: true and exact abridged edition

This is to certify that the foregoing abridged edition conforms to the original Consolidated Balance Sheet of Jiangsu GTIG EASTAR Co., Ltd. of the Audit Report and Financial Statements (2016) of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the Authorized Agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public.

Notary : Zhao Zhiping

Zhangjiagang Notary Public Office

Jiangsu Province

The People's Republic of China (seal)

March 27, 2018

IV15176643

Jiangsu GTIG EASTAR Co., Ltd.

(With the special seal for archives of Market Supervision Administration of Zhangjiagang City)

Articles of Association

April 2017

Contents

This Articles of Association was concluded by the following parties on April 24, 2017 at Zhangjiagang City, Jiangsu Province, People's Republic of China ("P. R. China"):

(1) Jiangsu Guotai International Group Guomao Co., Ltd. ("Guomao Co., Ltd.");

(2) Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership) ("EASTAR Investment");

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership) ("Yuanchuang Partnership");

The above companies shall be individually referred to as "one party", collectively referred to as "all parties concerned" or individually and collectively referred to as "shareholders".

Through friendly consultation, the Articles of Association is made as follows by all parties concerned:

Chapter 1 Definition and Interpretation

1.1 Definition

Unless otherwise specified in this Articles of Association, the following words used in this Articles of Association have the following implications:

1.1.1 "Articles of Association" refers to the Articles of Association of the Company which is concluded upon relevant laws by all parties concerned.

1.1.2 "Board of Shareholders" refers to the Board of Shareholders of the Company.

1.1.3 "Board of Directors" refers to the Board of Directors of the Company.

1.1.4 "Directors" refers to the directors of the Board of Directors.

1.1.5 "Supervisor" refers to the supervisor of the Company.

1.1.6 "Registered capital" refers to the registered capital of the Company.

1.1.7 "Date of establishment" refers to the date of issuing business license.

1.1.8 "Business license" refers to the business license issued by the registration organ to the Company.

1.1.9 "Workday" refers to any day other than the official holidays of China.

1.1.10 "Registration organ" refers to the State Administration for Industry & Commerce of the People's Republic of China or its competent local branches.

1.1.11 "Government organ" refers to any government, quasi-government, legislation, judiciary or other

regulatory agencies and any other central, provincial, municipal, autonomous region, local or other branches, as well as any departments, ministries and commissions, agencies, committees, entities, organs, courts or other institutions that exercise administrative, legislative, judicial or other regulatory functions.

1.1.12 "Approval of government" refers to any authorization, consent, registration, record, protocol, notarization, certification, license, approval, permission or exemption made by the government authorities in accordance with relevant laws, whether it is approved or it is considered to have been approved for its failure to be approved within the specified time.

1.1.13 "Law" refers to any laws, regulations, decrees, rules, provisions, standards, requirements, orders, prohibitions, policies, government decrees, notifications, explanations, decisions, judgments, rulings, administrative rulings and agent, authorized or licensing requirements issued by any government organs.

1.1.14 "Senior executive" refers to the general manager, deputy general manager, general manager assistant and other personnel reporting directly to the general manager of the Company.

1.1.15 "Affiliated party" refers to, for anyone else, any other person who, directly, indirectly or through one or more intermediaries, controls, is controlled by, or is jointly under the control of that person. "Control" refers to the right to instruct someone's management or policy, or the right to conduct the guidance of someone's management or policy directly or indirectly or through one or more intermediaries, whether it is based on the holding of securities with the voting right or contracts or other approaches. Depending on the circumstances, "being controlled" and "control" shall be interpreted accordingly. In order to avoid ambiguity and for the purpose of this Articles of Association, (i) the Company shall not be regarded as the affiliated party of either party; (ii) any government organs shall not be regarded as the affiliated party of either party; and (iii) anyone shall not be regarded as the affiliated party of that party because he or she is directly or indirectly controlled by any government organs.

1.1.16 "People" refers to any persons, companies, enterprises, partnerships, trusts, non-corporate organizations, government organs or other entities or organizations.

1.1.17 "Equity restriction" refers to any options, mortgages, pledges or any other restrictions that are set owing to the interests of that party itself or any other persons or agreed to be set based on the Company's equities held by one party, or any agreement signed with any other person concerning the voting right or other rights and interests that may be related to equities (including any agreement of acting in concert or any similar arrangement other than the arrangements for acting in concert (if any) stipulated in the provisions of this Articles of Association).

1.1.18 "Transaction document" refers to this Articles of Association and attachments. "Attachment" refers to any other documents or any commitments or similar documents issued by the relevant parties, their affiliated parties, the Company and/or other relevant persons who may have concluded matters specified in the Articles of Association (including any confidentiality and non-competition agreement or commitment).

1.2 Interpretation

Unless otherwise specified in this Articles of Association,

1.2.1 References to any documents (including this Articles of Association) include modifications, supplements or other amendments on the aforementioned documents at times;

1.2.2 References to any laws include modifications, supplements or other amendments on the aforementioned laws at times;

1.2.3 "This articles of association", "under the articles of association" and words of similar meaning refers to the Articles of Association as a whole rather than refer to any specific terms and conditions of the Articles of Association or any appendices, attachments, attached lists, attached drawings or other attachments (if any);

1.2.4 References to any documents (including this Articles of Association) include the documents and their appendices, attachments, attached lists, attached drawings and any other attachments;

1.2.5 References to terms, sections, paragraphs or other clauses is references to terms, sections, paragraphs or other clauses in this Articles of Association;

1.2.6 References to appendices, attachments, attached lists, attached drawings and other attachments refers to appendices, attachments, attached lists, attached drawings and other attachments in this Articles of Association;

1.2.7 The headings are for convenient use and shall not be used for the interpretation of the Articles of Association;

1.2.8 References to any parties in this Articles of Association include their respective successors and permitted assignees (if any);

1.2.9 The time used in this Articles of Association is Beijing time;

1.2.10 The word "including" refers to the meaning of "including but not limited to";

1.2.11 The words such as "above" and "within" include the value indicated in the words per se.

Chapter 2 Company and Shareholders

2.1 On the premise of obtaining the approval of relevant government, the company name is "Jiangsu GTIG EASTAR Co., Ltd." or other names separately determined upon consultation by all parties concerned. The English name of the Company is: JIANGSU GTIG EASTAR CO., LTD.

2.2 On the premise of obtaining the approval of relevant government, the registered address of the Company is: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City, Jiangsu Province.

2.3 The shareholders of the Company are as follows:

(1) Jiangsu Guotai International Group Guomao Co., Ltd., a joint stock company established and effectively operated under Chinese laws, registered address: 11-24/F, Guotai Times Plaza, Zhangjiagang City.

Legal Representative:

Name: Zhang Ziyan

Post: Chairman of the Board of Directors

Nationality: Chinese

(2) Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 328F, Textiles & Raw Materials Market, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Zhu Yufeng

Nationality: Chinese

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 103, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Pang Xiyong

Nationality: Chinese

2.4 The Company is an enterprise legal person under Chinese laws. The Company's activities are governed by Chinese laws and its lawful rights and interests are protected by Chinese laws.

2.5 The Company is a limited liability company. Also, the Company operates independently, assumes sole responsibility for its own profits or losses and conducts independent accounting, taking responsibility for the debts of the Company with all its property. Unless otherwise specified in the relevant laws, each shareholder's liability to the Company is limited to the amount of subscribed registered capital that has to be paid. The creditors and other claimants of the Company shall be entitled to the right of recourse of the Company's assets and shall not quest for compensation, damages or take other remedy measures to the shareholders. Unless otherwise specified in the Articles of Association or upon the written consent of all parties concerned separately, the Company shall not assume any present or future responsibilities or obligations of shareholders.

2.6 The Company may, in accordance with the Articles of Association and provisions of relevant laws, set up branches at home and abroad and invest in other enterprises. However, unless otherwise specified in the relevant laws, the Company shall not be a sponsor who may be liable for the joint liability of the debts of the invested enterprises.

2.7 The Company shall establish an effective structure of corporate governance jointly constituted by the Board of Shareholders, Board of Directors, the supervisor, administrations together with Congress of Workers and Staff and the Trade Union. The Company shall manage the corporate affairs in accordance with the development planning requirements approved by the Board of Shareholders, combining with the needs of its own business development and professionalized development goals.

2.8 The Company shall consciously abide by relevant laws, safeguard national security and protect national secrets. Moreover, the Company shall comply with social ethics and business ethics on the basis of honesty and trustworthiness, assume relevant social responsibilities, protect the environment and actively realize sustainable development.

2.9 The party organization shall be established by the Company in accordance with the *Constitution of the Communist Party of China* and the party organization shall perform its corresponding duties. The Company must provide necessary conditions for the activities of the party organization. Also, the party organization plays a key role of the Party's political leadership and needs to ensure and supervise the implementation of the policies and guidelines of the Party and the State in the Company.

Chapter 3 Business Purpose, Business Scope and Business Term

3.1 The business purpose of the Company is: to firmly adhere to import and export core business, strengthen the main business of import and export foreign trade; to adhere to major customer strategy; to adhere to establish long-term supplier cooperation strategy; to adhere to keep improving so as to provide quality and value-added services to customers; to adhere to the people-oriented concept; to adhere to continue offering opportunities for competent people with tolerant attitude; to adhere to that the right person is not second to the best and correctly balance the relationship between employees, shareholders and the society so as to constantly double the size, efficiency and net asset of the Company.

3.1.1 Human capital is the first capital beyond monetary capital and shareholders shall be composed of members who can create maximum value for the enterprise;

To become an all-around quality service supplier through taking goods as the carrier based on the import and export channel construction;

To continue to deepen and improve systematic and institutional reform, regulate the behavior of shareholders, directors, the supervisor, senior executives and other personnel, establish and improve the assessment, evaluation, supervision and accountability mechanism of shareholders, directors, the

supervisor, senior executives and other personnel, and improve the mechanism of variable shares and the driving and reversing mechanism of shareholders as well as incentive and restraint mechanism;

To prevent and control major risks, especially the emergence of systemic and significant risks.

3.1.2 To perform legal operation. To create values for shareholders, strive for benefits for employees, provide cost-effective quality services and goods for customers and consumers, and make contributions to the society.

3.2 The business scope of the Company is: Trade of wholesale and retail, self-operation and agency of the import & export business of all kinds of goods and technologies; purchase and sale of chemical products; operation of dangerous chemicals (based on the scope and operation mode listed in the license); manufacturing, processing and sale of clothing and knit goods. (Items that shall be approved by laws can be operated only after being permitted by related authorities.)

3.3 The business term of the Company is long term and that kind of business term may be altered upon this Articles of Association and relevant laws.

3.4 The Company shall not provide any form of loans or guarantees directly or indirectly to any third party without the approval of the Board of Shareholders, including warranty, mortgage or pledge.

Chapter 4 Registered Capital

4.1 Registered Capital

The registered capital of the Company is RMB 120,880,000. Registered capital may be altered upon this Articles of Association and relevant laws.

4.2 Contributions of Registered Capital

Guomao Co., Ltd. has subscribed a contribution in the amount of RMB 72,528,000 which accounts for 60% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

EASTAR Investment has subscribed a contribution in the amount of RMB 10,081,046 which accounts for 8.3396% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Yuanchuang Partnership has subscribed a contribution in the amount of RMB 38,270,954 which accounts for 31.6604% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Any shareholder's contribution to any of the registered capital (including capital contribution period) shall be in accordance with the Articles of Association, the resolution of Board of Shareholders and

relevant laws, and shall be verified and supervised by the department or personnel appointed by the Board of Shareholders or the supervisor.

4.3 Responsibility of Contribution

Shareholders shall fully fulfill their contribution obligations in full and on schedule in accordance with this Articles of Association and provisions of relevant laws.

In case that any one of the shareholders fails to fully fulfill their contribution obligations in full and on schedule in accordance with this Articles of Association and provisions of relevant laws, that shareholder shall be liable for all losses suffered by other shareholders owing to any capital contribution that has not been made, has not been fully made or has been made in arrears or liable for the failure to fully perform the contribution obligations.

On the premise of not affecting the abovementioned provisions, if any one of the shareholders fails to fully fulfill their contribution obligations in full and on schedule in accordance with this Articles of Association and provisions of relevant laws, (1) that shareholder shall pay 0.3‰ of the unpaid amount of the capital contribution that shall be paid in due course as liquidated damages on a daily basis to other shareholders who have paid the amount of the subscribed contribution, and the term is from the expiration date of the unpaid amount of contribution to the date of paying off all contribution amount; and (2) in case the liquidated damages cannot compensate all the losses suffered by other shareholders, that shareholder shall indemnify the other shareholders for all losses incurred.

4.4 Capital Contribution Certificate

The Company shall issue a capital contribution certificate to any shareholder who made capital contribution to the registered capital in accordance with the provisions of the Articles of Association. The capital contribution certificate shall specify the following matters:

(1) Company name;

(2) Date of foundation of the Company;

(3) Amount of registered capital of the Company;

(4) Title or name of the shareholder (and his or her ID card No.);

(5) Contribution amount and contribution date of the shareholder;

(6) Serial No. of and date of approval for issuing the capital contribution certificate; and

(7) Other matters that may be stipulated in the relevant laws.

The capital contribution certificate shall be signed by the legal representative of the Company and sealed with official seal of the Company.

All copies of capital verification certificate (if any) and the capital contribution certificate shall be kept

on file and preserved by the Company.

4.5 Register of Shareholders

The Company shall prepare a register of shareholders. The register of shareholders shall specify the following matters:

(1) Title or name (and his or her ID card No.), residential address and contact information of the shareholder;

(2) Contribution amount of the shareholder;

(3) Serial No. of the capital contribution certificate as mentioned above; and

(4) Other matters that may be stipulated in the relevant laws.

The Company shall register the information on shareholder's name, contribution amount and its alternation as well as other matters that shall be registered as required by relevant laws at the registration organ.

4.6 Equity Ratio

The equity ratio held by any shareholder of the Company shall be the proportion of the contribution amount of registered capital subscribed by the shareholder accounting for the amount of registered capital of the Company ("equity ratio"), regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents.

4.7 Right of Capital Increase

4.7.1 It is agreed by all parties concerned that if (i) the registered capital has to be increased in accordance with the relevant laws; or (ii) the increase of registered capital is approved upon the resolution made by the Board of Shareholders, then the registered capital shall be increased. Moreover, the registered capital shall not be increased except for the abovementioned circumstances.

4.7.2 In case the registered capital has to be increased in accordance with the circumstances indicated in Article 4.7.1, the third party ("a third party who has subscribed") may subscribe the capital increase separately or jointly with the shareholders (the relevant subscription ratio shall be determined by the resolution of the Board of Shareholders) upon the approval of the Board of Shareholders.

4.7.3 The Company shall issue a written notice ("Notice on Capital Increase") to all shareholders within 5 workdays after the occurrence of any one of the circumstances under Article 4.7.1. In the case that the abovementioned Article 4.7.2 is not affected, the Notice on Capital Increase shall specify the proposed amount of capital increase and term of capital increase. Also, the Notice on Capital Increase shall specify the relevant shareholders who have subscribed, the third party who has subscribed (if involved) and their corresponding proportion and amount of subscribed capital increase (subject to the following Article 4.7.6).

4.7.4 If relevant shareholders or a third party (if involved) do not reply in the written form within 15 days after receipt of the Notice on Capital Increase and indicate that they will participate in the subscription of corresponding capital increase, or notify the Company within the aforementioned term that they will not participate in the subscription of corresponding capital increase, those behaviors will be regarded as waiving their rights in the subscription of corresponding capital increase and other shareholders are entitled to but not obliged to (i) subscribe the capital increase to be waived in accordance with their equity ratio; or (ii) jointly subscribe the capital increase to be waived with other third parties upon the separate resolution approved by the Board of Shareholders (the proportion of waived capital increase to be subscribed by each party will be determined upon the resolution of the Board of Shareholders).

In order to avoid ambiguity, if any shareholder votes for any matters concerning capital increase under the relevant resolution made by Board of Shareholders and the matters concerning capital increase has been approved upon the resolution made by Board of Shareholders, that shareholder shall carry out relevant capital increase activities in respect of the matters which he or she has voted for. Otherwise, that shareholder shall assume the relevant responsibilities, including the relevant responsibilities under Article 4.3.

4.7.5 In order to avoid ambiguity, if any shareholder has no right to subscribe the capital increase in accordance with the relevant laws and regulations, or if relevant shareholders or the third party has waived their right to subscribe, the Board of Shareholders shall be entitled to approve others to subscribe the relevant capital increase unless otherwise specified by the relevant laws.

4.7.6 It is agreed by all parties concerned that if any shareholder or the third party carries out capital increase on the registered capital of the Company in any circumstances, the calculation basis of the capital increase price shall be determined in accordance with net book value of Company's assets audited and confirmed by the qualified certified public accountants which shall be designated by the Board of Shareholders or other price determined separately by the Board of Shareholders, regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents or unless otherwise stipulated by relevant laws or supervisory regulations. In order to avoid ambiguity, the relevant auditing expenses of certified public accountants shall be borne by the Company.

Chapter 5 Equity Transfer and Disposal

5.1 Unless otherwise stipulated in the Articles of Association, any party shall not wholly or partially transfer (including bestowal) its equity of the Company or set any equity restrictions, including that shareholders have mutually transferred their equities among shareholders and any party has wholly or partially transferred (including bestowal) its equity of the Company to any third party or any party has set any equity restrictions on its equity.

5.2 When shareholders other than Guomao Co., Ltd. need to transfer all or part of their equities of the

Company to the affiliated party, company shareholders or any third party or set any equity restrictions on the equities, they shall only be required to obtain the consent of Guomao Co., Ltd. in advance. If Guomao Co., Ltd. needs to transfer all or part of its equity of the Company or set any equity restrictions on the equity, it may decide on its own without the consent of any other shareholders or other interested parties.

5.3 On the basis of meeting the provisions of Articles 5.1 and 5.2 in the Articles of Association, shareholders of the Company may transfer all or part of their equity of the Company to each other. Other shareholders may have the preemptive right for purchasing the equities transferred by the shareholders to person other than shareholders. If more than two shareholders perform their preemptive right, they shall determine their own purchase proportion through consultation; if the consultation fails, preemptive right shall be performed in accordance with the respective contribution proportion at the time of transfer. All parties concerned hereby confirm that other shareholders of the Company have agreed to waive the preemptive right for purchasing the equities transferred by Guomao Co., Ltd. to person other than shareholders of the Company and also waive any claim for rights.

5.4 All shareholders have agreed that under the circumstances indicated in the Chapter 5 of the Articles of Association, the equity transfer price of shareholders other than Guomao Co., Ltd. shall be determined in accordance with net book value of Company's assets audited and confirmed by the qualified certified public accountants which shall be designated by the Board of Shareholders unless otherwise agreed by the Board of Shareholders of the Company, regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents.

Chapter 6 Rights and Obligations of Shareholders

6.1 Each shareholder may be entitled to the following rights:

(1) To participate in the Board of Shareholders and exercise voting right in accordance with the Articles of Association;

(2) To understand the operation status and financial status of the Company, and to have the right to consult the following documents:

(i) Articles of Association and documents related to the establishment of the Company;

(ii) Documents related to the capital contribution;

(iii) Minutes of meeting and resolution of Board of Shareholders;

(iv) Resolution of Board of Directors;

(v) Accounting book and financial report together with financial statements of the Company;

(3) To distribute residual property of the Company after liquidation in accordance with the Articles of

Association and relevant laws; and

(4) Other rights entitled in accordance with the Articles of Association and relevant laws.

6.2 Each shareholder shall assume the following obligations:

(1) To wholly fulfill the capital contribution obligations on schedule and in full in accordance with the Articles of Association and relevant laws;

(2) Not to withdraw the capital contribution after the establishment of the Company;

(3) To support the operation management of the Company and promote the business development of the Company;

(4) To work together with other shareholders and ensure the successful establishment and healthy development of the Company;

(5) To safeguard the interests and goodwill of the Company and support the lawful operation of the Company;

(6) To abide by and perform the resolution made by the Board of Shareholders;

(7) To abide by this Articles of Association and other documents related to the transaction;

(8) Not to use the rights of shareholders to impair the interests of the Company or other shareholders;

(9) To abide by the relevant laws; and

(10) Other obligations that shall be assumed in accordance with the Articles of Association, other documents related to the transaction and relevant laws.

6.3 All parties concerned hereby unconditionally and irrevocably confirm and accept that regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents, for any matters that any party has consented under this Articles of Association but shall take other measures for entry into force or for implementation, including the transfer or disposal of equities of the Company and commitment to the capital increase arrangements made by the Company or restrictions that any party has agreed to accept, the party shall take such measures or ensure that the measures will be taken, including (i) to abide by and perform such matters; (ii) to vote for such matters in the meeting of the Board of Shareholders of the Company; (iii) to enable the appointed directors in the Board of Directors to vote for supporting such matters; (iv) to enable the Company to observe and perform such matters; and (v) to take any other necessary measures to make sure the entry into force of such matters, including the relevant documents signed by each party, other necessary measures and actions taken in order to support such matters and all approvals of government obtained respectively or all approvals of government required to be obtained by the Company for the entry into force of such matters under the relevant legal provisions.

Chapter 7 Board of Shareholders

7.1 Board of Shareholders is composed of all shareholders. Board of Shareholders is the authority of the Company and shall execute the rights in accordance with the Articles of Association and relevant laws.

7.2 Board of Shareholders is entitled to execute the following functions and powers, namely the deliberation and approval of:

(1) Development plan and strategy of the Company;

(2) Business guidelines and investment plan of the Company;

(3) Business plan and investment project of the Company;

(4) To elect and replace the directors or the supervisor taken by people other than the employees' representative (if involved);

(5) Remuneration of the directors or the supervisor;

(6) Report of Board of Directors;

(7) Report of the supervisor;

(8) Annual financial budget plan and final accounting plan of the Company;

(9) Profit distribution plan and loss recovery plan of the Company;

(10) Setting of internal operation management institution of the Company;

(11) Any form of loans and guarantees directly or indirectly provided by the Company, including warranty, mortgage or pledge, and including any form of loans and guarantees provided for any shareholders, any affiliated party of shareholders or any equities held by any shareholders or any third party with any other rights and interests;

(12) Any investment directly or indirectly made by the Company, including the establishment of any subsidiaries or holding any equities of any other enterprises or partnerships or any other rights and interests entitled;

(13) Establishment of any branches by the Company;

(14) Increase or decrease of the registered capital of the Company;

(15) Any bonds issued by the Company;

(16) Any borrowings of the Company;

(17) Any transactions made by the Company with any shareholders, any affiliated party of shareholders or any equities held by any shareholders or any third party with any other rights and interests (in order to

avoid ambiguity, the daily business transactions between the Company and its wholly-owned or holding subsidiaries due to normal operation have no need to apply to the provisions of this Article);

(18) Merger, division, dissolution, liquidation and transformation of form of the Company;

(19) Amendments of the Articles of Association;

(20) Alternation of business term of the Company;

(21) Management system of the Company, including profit distribution system, risk control system, compliance system, financial management system, procurement system, fixed assets management system, employee recruitment and management system, confidentiality system and assessment, evaluation, supervision and accountability mechanism of directors, the supervisor, senior executives and other personnel;

(22) Single amount of the Company exceeding RMB 50,000,000 or the total amount of any agreement or expenditure exceeding RMB 50,000,000 for the same or similar matters within 6 months;

(23) Any matters that will bring the asset-liability ratio of the Company to 90%;

(24) To sell or transfer all or most of the businesses or assets of the Company;

(25) To employ, dismiss or no longer continue employing the certified public accountants which would undertake the auditing business of the Company and to decide on its remuneration;

(26) Any decisions that shall be made by the Company concerning any subsidiaries or any equities held by the Company or any other enterprises or partnerships with any other rights and interests;

(27) Any matters to be deliberated and approved by the Board of Shareholders as proposed by the shareholders representing more than 10% of the voting rights; and

(28) Other matters that shall be deliberated and approved by the Board of Shareholders as stipulated by the Articles of Association and relevant laws.

In order to avoid ambiguity, in case the resolution of the Board of Shareholders of the aforementioned company, as the subsidiary of the listed company Guomao Co., Ltd., shall be separately approved by the general manager, Board of Directors and/or Board of Shareholders of the Guomao Co., Ltd., it shall be correspondingly approved or authorized by the Guomao Co., Ltd. before or after the resolution has been made by the Board of Shareholders of the Company. Except for the aforementioned matters, in case any other matters shall be approved by the general manager, Board of Directors and/or Board of Shareholders of the Guomao Co., Ltd., it shall be correspondingly approved or authorized by the Guomao Co., Ltd. before or after the resolution has been made.

7.3 The first meeting of the Board of Shareholders shall be convened and hosted by the shareholder who has contributed the most, and its functions and powers shall be exercised in accordance with the Articles of Association and relevant laws.

7.4 Regular and Interim Meetings of the Board of Shareholders

The meetings of the Board of Shareholders are classified into regular meetings and interim meetings. The regular meeting shall be held once a year. An interim meeting shall be convened when shareholders representing more than 10% of the voting rights or more than one-third of the directors or supervisor propose to convene an interim meeting.

7.5 Convening and Hosting the Meetings of the Board of Shareholders

7.5.1 Except for the first meeting of the Board of Shareholders, other meetings of the Board of Shareholders shall be convened by the Board of Directors and hosted by the chairman of the Board of Directors.

7.5.2 In case the chairman cannot host the meeting due to special reasons, the vice chairman (if any) shall host the meeting of the Board of Shareholders; if the vice chairman (if any) cannot perform duties or refuses to perform duties, a director who is jointly elected by more than half of the directors shall host the meeting of the Board of Shareholders; if more than half of the directors cannot jointly elect a director, then the chairman shall appoint a director to host the meeting of the Board of Shareholders.

7.5.3 In case the Board of Directors cannot perform duties or refuses to perform duties of convening the meeting of the Board of Shareholders, the supervisor shall be responsible for convening the meeting of the Board of Shareholders; if the supervisor fails to convene the meeting of the Board of Shareholders, then the shareholders representing more than 10% of the voting rights may convene the meeting of the Board of Shareholders on its own.

7.5.4 The Board of Directors shall cooperate with the meeting of the Board of Shareholders convened by the supervisor or shareholders. Also, the Board of Directors shall provide the relevant Register of Shareholders. The necessary expenses of meeting of the Board of Shareholders convened by the supervisor or shareholders shall be borne by the Company.

7.6 Notification, Attendance and Minutes of Meeting of the Board of Shareholders

7.6.1 The regular meeting of the Board of Shareholders shall be notified to all shareholders 7 days before the meeting is held; and the interim meeting of the Board of Shareholders shall be notified to all shareholders 5 days before the meeting is held. Upon the unanimous consent of all shareholders, the notification requirements of the meeting of the Board of Shareholders may be exempted.

7.6.2 Once a certain shareholder representative (whether in person or represented by an authorized representative) attends the meeting of the Board of Shareholders, it constitutes the abandonment of the notification requirements of the aforementioned meeting, unless the shareholder representative has made it clear at the beginning of the meeting that he or she (whether in person or represented by an authorized representative) is present at the meeting in order to oppose to the convening of the meeting because the meeting is not convened in accordance with the aforementioned regulations.

7.6.3 The meeting of the Board of Shareholders shall be held at the place proposed by the Board of Directors.

The meeting of the Board of Shareholders may be attended by the relevant shareholder representatives in person and may also be held in the form of teleconference or video conference. But for a meeting of the Board of Shareholders held in the form of teleconference or video conference, every attendee shall clearly hear the speech of other attendees and every shareholder representative who attends the meeting in such forms shall be deemed to be present at the meeting of the Board of Shareholders.

7.6.4 In case any shareholder representative cannot attend the meeting of the Board of Shareholders, that shareholder representative may authorize others in the written form to participate in the meeting of the Board of Shareholders as his or her representative and exercise the voting right within the authorization scope. The power of attorney shall specify the name, agent matters, authorization scope and validity term of the authorized person and shall be signed or sealed by the principal.

7.6.5 The legal effect of the aggregated results of any matters circulated, signed and approved by shareholders in the written form shall be equivalent to the resolution made directly by the Board of Shareholders. When the voting is made in the written form, shareholder representatives who participate in the voting shall sign on the voting document and affix their official seals (if involved).

7.6.6 If the directors, supervisor and senior executives are required to attend the meeting by the Board of Shareholders, the directors, supervisor and senior executives shall attend the meeting.

7.6.7 The Board of Shareholders shall make minutes of the resolutions on the discussed matters and the personnel appointed by the Board of Directors shall be responsible for the minutes. The shareholder representatives attending the meeting shall sign on the minutes of the meeting.

7.6.8 The resolution of the Board of Shareholders and the minutes of the meeting, together with the Sign-up List and Power of Attorney over agent attendance shall be preserved in the main administrative office of the Company and the preservation period shall not be less than 10 years.

7.7 Resolution of Board of Shareholders

7.7.1 The meeting of the Board of Shareholders shall be valid if shareholders representing over half of the voting rights attend.

7.7.2 Resolutions made in the meeting of the Board of Shareholders on the amendment of the Articles of Association, the increase or decrease of registered capital and the merger, division, dissolution or alteration of the Company form shall be approved by shareholders representing more than two-thirds of the voting rights. Any other resolutions made in the meeting of the Board of Shareholders shall be approved by shareholders representing more than half of the voting rights.

Chapter 8 Board of Directors

8.1 The Board of Directors shall consist of five directors, of which three directors shall be nominated by the

Guomao Co., Ltd. and two directors shall be nominated jointly by other shareholders.

Directors shall be elected or replaced by the Board of Shareholders. It is hereby confirmed by all parties concerned that for the purpose of long-term development of the Company and in respect of the aforementioned provisions concerning the nomination of directors, all parties concerned shall take all necessary actions to bring the Board of Directors into force as agreed in the Article 8, including the exercising of voting rights and the replacement of directors at the meetings of the Board of Shareholders.

The term of office of directors lasts three years and can be successively renewed in accordance with the Articles of Association and relevant laws upon the expiration of the term of office.

A director may resign before his or her term of office expires and shall submit a written resignation report to the Board of Directors. The Board of Directors shall report to all shareholders about the relevant information on the change of directors within three days.

Despite of the aforementioned provisions, the original director shall still perform the duties in accordance with the Articles of Association and relevant laws before the reelected director takes office, in case the director has not been reelected in time upon the expiration of the term of office or the director resigns within the term of office.

8.2 The Board of Directors shall have one chairman, and the chairman shall be nominated by the Guomao Co., Ltd. and approved by the resolution of the Board of Shareholders.

If the vice chairman is needed, the vice chairman shall be nominated by the Board of Directors and approved by the resolution of the Board of Shareholders.

The chairman shall be the legal representative of the Company.

8.3 Duty of Loyalty of Directors

8.3.1 Directors shall abide by the Articles of Association and provisions of the relevant laws, faithfully perform the duties and safeguard the interests of the Company. When the interests of directors and the interests of the Company are in conflict, the directors shall take the best interests of the Company as the code of conduct. The duty of loyalty of directors includes:

(1) To exercise the rights within the scope of duty and not exceed one's power;

(2) Not to deposit the assets or funds of the Company into the account in their own names or in other person's names;

(3) Not to embezzle the funds of the Company;

(4) Not to lend the funds of the Company to others or provide loans or guarantees for others by using the property of the Company, including warranty, mortgage and pledge without the approval of the Board of Shareholders;

(5) Not to enter into contract or transact with the Company without the approval of the Board of Shareholders;

(6) Not to accept or privately own any commissions related to the Company's transaction;

(7) Not to appropriate or accept business opportunities that may belong to the Company for one's own or others through taking advantage of the position;

(8) Not to operate the similar business of the Company for one's own or others;

(9) Not to disclose the secrets of the Company;

(10) Not to act on behalf of the Company or the Board of Directors without the approval of the Board of Shareholders or the Board of Directors in one's own name. In the case of a director acting in his or her own name, if a third party reasonably considers that that director is acting on behalf of the Company or the Board of Directors, that director shall declare his or her personal position and personal identity in advance;

(11) The nature and extent of the associated relationship must be disclosed to the Company and to the Board of Directors if the individual or other enterprise or institution that the individual works for is directly or indirectly associated with the Company's existing or planned contract, transaction or arrangement (except for the labor contract). Otherwise, the Company is entitled to cancel the contract, transaction or arrangement;

(12) In the case of the associated relationship, a written statement shall be made to the Company and the Board of Directors, and the Board of Directors will determine whether it involves associated directors in the relevant transaction; if the associated directors inform the Company and the Board of Directors in the written form when the Company first considers entering into relevant contract, transaction and arrangement, stating that the contents listed in the notification together with the future contracts, transactions and arrangements of the Company have concerned with their interests, then it shall be deemed that the associated directors have made disclosure of their associated relationship within the scope as clarified in the notification.;

(13) Not to damage the interests of the Company or its shareholders by using functions & powers or associated relationship or any other means; and

(14) To abide by other relevant obligations of directors stipulated by the Articles of Association and relevant laws.

8.4 Duty of Diligence of Directors

8.4.1 Directors shall be carefully, earnestly and diligently exercising the rights conferred by their duties, including:

(1) To ensure that the Company is operating in accordance with relevant laws, including ensuring that

the business scope of the Company shall not exceed the business scope specified in the business license;

(2) To carefully read all business and financial reports of the Company and timely understand the business management status of the Company;

(3) To exercise the management disposition right of the Company according to law;

(4) To accept the lawful supervision and reasonable suggestion conducted and proposed by the supervisor in order to perform the duties;

(5) To attend at least half of meetings of the Board of Directors in person each year. Participation in the teleconference or video conference shall be considered as participation in the meetings in person. If a director fails to attend meetings of the Board of Directors for two consecutive times and does not entrust other directors to attend the meetings, it shall be deemed to have not performed the duties. The Board of Directors shall submit the application to the Board of Shareholders for a replacement of the director.

(6) To abide by other relevant obligations of directors stipulated by the Articles of Association and relevant laws.

8.5 When a director resigns or his or her term of office has expired, all handover formalities shall be completed to the Board of Directors. The obligations of the director to the Company and the shareholders shall not be relieved if the resignation report has not yet become effective or within a reasonable period of time after the resignation report has been entering into force or within a reasonable period of time after the expiration of the term of office, and the obligation for confidentiality of the business secrets of the Company shall remain in force after the expiration of the term of office until the business secrets become public information. The duration of other obligations shall be determined on the basis of fair and reasonable principles and shall be based on the length of time between the occurrence of events and leaving the post as well as the end of relationship with the Company under what kinds of circumstances and conditions.

8.6 In case a director violates the Articles of Association or provisions of relevant laws, the income incurred shall be owned by the Company. Moreover, the director shall compensate for all the losses suffered by the Company if the violation of the Articles of Association or provisions of relevant laws causes any losses to the Company.

8.7 The provisions of Articles 8.3 to 8.6 in the Articles of Association apply to any supervisor or senior executives of the Company within the maximum applicable scope.

8.8 When a director leaves office, the Company shall organize an audit on the departure of the director. The auditing result shall be reported to the Board of Directors, supervisor and shareholders by the Company.

8.9 Functions and Powers of the Board of Directors

Board of Directors shall be responsible for the Board of Shareholders and shall exercise the following functions and powers on the premise of not violating the Articles of Association and relevant provisions:

(1) To convene the meeting of Board of Shareholders and report work-related matters to the Board of Shareholders;

(2) To implement resolutions made by the Board of Shareholders;

(3) To formulate the annual financial budget plan and final accounting plan of the Company;

(4) To formulate the profit distribution plan and loss recovery plan of the Company;

(5) To formulate the protocol on increase or decrease of the registered capital;

(6) To formulate the protocol on distributing corporation bonds of the Company;

(7) To formulate the protocol on merger, division, dissolution, or transformation of company form of the Company;

(8) To formulate the protocol on directly or indirectly providing any forms of loans and guarantees (including warranty, mortgage or pledge, and including any forms of loans and guarantees provided for any shareholders, any affiliated party of shareholders or any equities held by any shareholders or any third party with any other rights and interests) of the Company;

(9) To formulate the protocol on direct or indirect investment (including the establishment of any subsidiaries or holding any equities of any other enterprises or partnerships or any other rights and interests entitled) of the Company;

(10) To formulate the protocol on establishment of any branches of the Company;

(11) To formulate the protocol on any borrowing behaviors of the Company;

(12) To formulate the protocol on the setting of internal management organs of the Company;

(13) To decide on the appointment or dismissal of the senior executives of the Company according to the nomination of the Guomao Co., Ltd.;

(14) To decide on the plans concerning the remunerations of senior executives;

(15) To formulate the protocol on the corporate management system to be formulated by the Board of Directors as required by the Board of Shareholders;

(16) To listen to the work-related report of the general manager and examine the work of the general manager;

(17) To approve any agreement or expenditure of the Company whose single amount exceeding RMB 20,000,000 or the total amount exceeding RMB 20,000,000 for the same or similar matters within 6 months;

(18) To formulate the protocol on the selling or transferring all or most of the businesses or assets of the Company;

(19) To make proposal to the Board of Shareholders for the appointment, dismissal or no further appoinment of the certified public accountants responsible for the auditing business of the Company;

(20) Other matters to be deliberated and approved by the Board of Directors which is authorized by the Board of Shareholders; and

(21) Other functions and powers stipulated by the Articles of Association and relevant laws.

In order to avoid ambiguity, in case resolutions made by the aforementioned Board of Directors shall be separately submitted to the Board of Shareholders for deliberation or shall be approved by the general manager, Board of Directors and/or Board of Shareholders of the Guomao Co., Ltd., it shall be correspondingly approved or authorized by the Board of Shareholders and Guomao Co., Ltd. before or after the resolution has been made by the Board of Directors of the Company.

8.10 The chairman of the Board of Directors is entitled to exercise the following functions and powers:

(1) To host the meetings of the Board of Shareholders and to convene and host meetings of the Board of Directors;

(2) To examine the execution and implementation of the resolutions made by the Board of Directors;

(3) To sign the important documents of the Board of Directors and the Company;

(4) Other functions and powers conferred by the Board of Directors; and

(5) Other functions and powers stipulated by the Articles of Association and relevant laws.

8.11 Convening and Hosting Meetings of the Board of Directors

8.11.1 Meetings of the Board of Directors shall be convened and hosted by the chairman.

8.11.2 In case the chairman cannot host a meeting due to special reasons, the vice chairman (if any) shall convene and host the meeting; if the vice chairman (if any) cannot perform duties or refuses to perform duties, a director who is jointly elected by more than half of the directors shall convene and host the meeting; if more than half of the directors cannot jointly elect a director, then the chairman shall appoint a director to convene and host the meeting.

8.12 Notification, Attendance and Minutes of Meetings of the Board of Directors

8.12.1 The meetings of the Board of Directors shall be notified to all directors 3 days before the meeting is held.

8.12.2 Regardless of the contrary provisions stipulated in any transaction documents, once a certain director (whether in person or represented by an authorized representative) attends the meeting of the Board of Directors, it constitutes the abandonment of the notification requirements of the aforementioned meeting, unless the director has made it clear at the beginning of the meeting that he or she (whether in person or represented by an authorized representative) is present at the meeting in order to oppose to the convening of the meeting because the meeting is not convened in accordance with the aforementioned regulations.

8.12.3 Meetings of the Board of Directors shall be held at the place proposed by the chairman. The meetings may be attended by the relevant directors in person and may also be held in the form of teleconference or video conference. But for a meeting held in the form of teleconference or video conference, every attendee shall clearly hear the speech of other attendees and every director who attends the meeting in such forms shall be deemed to be present at the meeting of the Board of Directors.

8.12.4 In case any director cannot attend a meeting of the Board of Directors, that director may authorize another director in the written form to participate in the meeting as his or her representative and exercise the voting right within the authorization scope.

8.12.5 Unless otherwise specified in the Articles of Association, the legal effect of the aggregated results of any matters circulated, signed and approved by the Board of Directors in the written form shall be equivalent to the resolution made directly by the meetings of the Board of Directors. When the voting is made in the written form, directors or their authorized representatives who participate in the voting shall sign on the voting document.

8.13 A meeting of the Board of Directors can be held once more than half of the directors have attended it.

8.14 Any resolutions made by the Board of Directors shall be approved by more than half of the directors who have voted for support.

8.15 The Board of Directors shall make minutes of the resolutions on the discussed matters. The directors attending the meeting shall sign on the minutes of the meeting.

8.16 The Board of Directors shall make an explanation to the Board of Shareholders about the audit report issued by the certified public accountants on the basis of the financial report of the Company, which contains qualified opinion, adverse opinion or disclaimer of opinion.

8.17 The Board of Directors shall establish strict examination and decision-making procedures on the major investment projects and assets disposal and shall also report to the Board of Shareholders for approval.

8.18 When the Board of Directors deliberates on matters related to the associated transactions, the associated directors shall avoid it and shall not participate in the voting. The associated directors may voluntarily avoid it or the avoidance may also be requested by other directors who have participated in the Board of Directors.

8.19 The resolution of the Board of Directors and the minutes of the meeting, together with the Sign-up List of the Attended Directors and Power of Attorney over agent attendance shall be preserved in the main administrative office of the Company and the preservation period shall not be less than 10 years.

Chapter 9 Senior Executives

9.1 The Company shall have a general manager and several deputy managers, general manager assistants and

other senior executives, which shall all be nominated by the Guomao Co., Ltd. and employed or dismissed by the Board of Directors.

9.2 Each term of office of senior executives lasts three years. Upon expiration of the term, it can be renewed after the senior executives are successively employed in accordance with the Articles of Association.

9.3 When a senior executive leaves office, the Company shall organize an audit on the departure of the senior executive. The auditing result shall be reported to the Board of Directors, supervisor and shareholders by the Company.

9.4 The general manager shall be responsible for the Board of Directors and shall exercise the following functions and powers on the premise of not violating the Articles of Association and relevant provisions:

(1) To report work-related matters to the Board of Directors;

(2) To implement resolutions made by the Board of Directors;

(3) To organize and implement the annual operational plan and investment plan of the Company decided by the Board of Shareholders;

(4) To organize and implement the scheme on the setting of internal management organs of the Company approved by the Board of Shareholders;

(5) To organize and implement the management system approved by the Board of Shareholders;

(6) To decide on the appointment or dismissal of the personnel other than those who shall be employed or dismissed by the Board of Directors;

(7) Other functions and powers authorized by the Board of Directors; and

(8) Other functions and powers stipulated by the Articles of Association and relevant laws.

9.5 The Company shall establish a system of periodic reports which shall be reported by the senior executives to the Board of Shareholders and the Board of Directors, that is, timely, accurately and completely reporting on the operating performance, important contracts, financial position, risk status and business prospects, etc. of the Company.

9.6 Senior executives shall accept the supervision performed by the supervisor, regularly provide information on the operating performance, important contracts, financial position, risk status and business prospects, etc. of the Company, and actively cooperate with the supervisor for activities such as inspection and audit performed on the basis of the functions and powers of the supervisor.

Chapter 10 Supervisor

10.1 The Company shall have a supervisor and the supervisor shall be nominated by the Guomao Co., Ltd. and

elected or replaced by the Board of Shareholders. The Guomao Co., Ltd. may replace the supervisor nominated by itself at any time and be entitled to nominate another supervisor for succession.

The supervisor shall have the right to attend meetings of the Board of Directors as a non-voting attendee.

The position of supervisor shall be taken by the person who meets the relevant laws and regulations. Directors and senior executives shall not concurrently act as the supervisor.

10.2 The term of office of the supervisor lasts three years and can be successively renewed in accordance with the Articles of Association upon the expiration of the term of office. The original supervisor shall still perform the duties as a supervisor in accordance with the provisions of laws and the Articles of Association before the reelected supervisor takes office, in case the supervisor has not been reelected in time upon the expiration of the term of office or the supervisor resigns within the term of office.

10.3 When a supervisor leaves office, the Company shall organize an audit on the departure of the supervisor. The auditing result shall be reported to the Board of Directors, supervisor and shareholders by the Company.

In case the supervisor fails to perform the duties of supervision and causes the Company to suffer significant economic losses, the Board of Shareholders shall be entitled to dismiss the supervisor and investigate legal responsibilities that shall be assumed by the supervisor.

10.4 The supervisor shall exercise the following functions and powers on the premise of not violating the Articles of Association and relevant provisions:

(1) To report work-related matters to the Board of Shareholders;

(2) To examine the financial status of the Company;

(3) To address inquiries to the directors and senior executives;

(4) To supervise the directors and senior executives while they perform duties of the Company, and propose to remove those who have violated laws, regulations, the Articles of Association or resolutions made by the Board of Shareholders;

(5) To demand the directors and senior executives to make corrections if any of their acts is found to have damaged the interests of the Company;

(6) To audit the business decision, risk management and internal control of the Company as required;

(7) To make proposals in meetings of the Board of Shareholders;

(8) To make proposals in the meetings of the Board of Directors;

(9) To attend meetings of the Board of Directors as a non-voting attendee, and address inquiries to or make suggestions to the resolutions made by the Board of Directors;

(10) To attend the meeting of the Board of Shareholders as a non-voting attendee as required by the Board of Shareholders;

(11) To submit a proposal of convening the interim meeting of the Board of Shareholders;

(12) To file lawsuits against the directors and senior executives in accordance with the relevant laws;

(13) Other functions and powers stipulated in the Articles of Association and relevant laws.

10.5 The supervisor may conduct an investigation if the operation situation of the Company is unusual.

The supervisor may engage practicing lawyers, certified public accountants, practicing auditors and other personnel as assistance when performing the functions and powers, and the relevant expenses shall be borne by the Company.

The directors and senior executives shall truthfully provide relevant information and materials to the supervisor and shall not obstruct the functions and powers exercised by the supervisor.

Chapter 11 Finance, Accounting and Profit Distribution

11.1 Financial and Accounting System of the Company

11.1.1 The Company shall establish a financial and accounting system in accordance with the Chinese laws and Chinese Accounting Standards.

11.1.2 The Company shall adopt the Gregorian calendar year as its fiscal year and the first fiscal year of the Company shall begin at the date of establishment and end on December 31 of that year.

11.1.3 At the end of each fiscal year, the Company shall prepare financial reports and statements according to relevant laws. After the financial reports and statements are audited by the auditing institutions selected by the Board of Shareholders according to law, the financial reports and statements shall be delivered to all shareholders within the time limit prescribed by the Board of Shareholders. The financial and accounting reports and statements shall be prepared in accordance with relevant laws.

11.1.4 The recording currency of the Company is CNY. Upon the approval of the relevant government authorities and on the premise of complying with the relevant laws, the Company may open foreign exchange bank accounts in China and RMB bank account, and may also open foreign exchange bank accounts outside China. The Company shall apply for and hold the foreign exchange registration certificate in accordance with the relevant laws. All foreign exchange matters of the Company, including any foreign exchange transactions, shall be conducted in accordance with the relevant laws.

11.1.5 Except for the statutory account books, the Company shall not compile other account books. No corporate assets shall be deposited into any accounts in the name of individuals.

11.1.6 The Company shall go through taxation registration in accordance with relevant laws and shall pay taxes in accordance with relevant laws. The profit distribution of the Company shall comply with the provisions of this Articles of Association and relevant laws.

11.2 Profit Distribution

Unless otherwise specified in the relevant Chinese laws or in this Articles of Association,

11.2.1 The profits of the Company after payment of income tax shall be distributed in the following order:

(1) To make up for the losses of the previous years;

(2) To extract legal accumulation fund in accordance with the relevant resolution made by the Board of Shareholders within the scope permitted by the relevant laws;

(3) To extract optional accumulation fund in accordance with the relevant resolution made by the Board of Shareholders within the scope permitted by the relevant laws;

(4) To extract other provisions in accordance with the relevant laws (if applicable);

(5) To distribute the profits according to the contribution proportion held by the shareholders.

11.2.2 Unless otherwise specified in the relevant laws, the legal accumulation fund can no longer be extracted in case the accumulation amount of the legal accumulation fund of the Company accounts for more than 50% of the registered capital.

11.2.3 Unless otherwise specified in the relevant laws, the accumulation fund of the Company shall be used to make up for the losses of the Company, expand the corporate business or be transferred into the capital. However, the capital reserve shall not be used to make up for the losses of the Company; if the legal accumulation fund of the Company is not enough to make up for the losses of the previous years, the current profits shall be used to make up for the losses before extract the legal accumulation fund in accordance with the aforementioned article.

11.2.4 Unless otherwise specified in the relevant laws, the reserved accumulation fund shall account for no less than 25% of the registered capital before the increase by transferring when transferring the legal accumulation fund into the capital.

11.2.5 The Company should make the profit distribution in accordance with the resolution made by the Board of Shareholders. The Company may temporarily not distribute profits to any shareholder who is deemed to have infringed upon the interests of the Company until that shareholder has made compensation to the Company for the corresponding losses.

11.3 Financial Management System

The Company shall set up the accounting system and financial management system so as to adequately prevent the relevant financial risks of the Company. The accounting system and financial management

system of the Company shall be approved by the Board of Shareholders.

11.4 Audit

The Company shall employ the Chinese certified public accountants accounting firm with relevant qualifications which is selected by the Board of Shareholders to audit the financial reports and statements of the Company in accordance with the provisions of relevant laws and requirements made by the Board of Shareholders. Then the audit report shall be issued accordingly.

The aforementioned accounting firm is entitled to check the account books, records and vouchers of the Company. Also, the aforementioned accounting firm is entitled to require the directors and senior executives of the Company to provide relevant information and instructions.

Chapter 12 Labor Management

12.1 The labor affairs of the Company shall be managed in accordance with the *Labor Law of the People's Republic of China*, *Labor Contract Law of the People's Republic of China* and other relevant Chinese laws ("Labor Law"), such as the formulation of labor wages and the personnel management system, the establishment of competitive, incentive and constraint mechanism, and implementation of the labor contract system. The recruitment, employment, dismissal, resignation, wage, welfare, labor insurance, labor protection, labor discipline and other labor issues concerning the employees of the Company shall be handled in accordance with Labor Law. The labor policy of the Company shall be approved by the Board of Shareholders.

12.2 The employees of the Company shall be entitled to establish trade union in accordance with the *Trade Union Law of the People's Republic of China* and other relevant laws. The trade union shall carry out relevant activities and safeguard the legitimate rights and interests of the employees of the Company. The Company shall provide necessary conditions for the activities of the trade union.

Chapter 13 Confidentiality

13.1 Under the articles of the Articles of Association, "confidential information" refers to any or all information disclosed by a party ("the disclosing party") to the counterparty ("the receiving party") in written, oral, direct, indirect or other forms before or after the conclusion of this Articles of Association, including any negotiations or any discussed contents related to the Articles of Association, the existence of the Articles of Association and any of the provisions together with the businesses concerning the disclosing party or any affiliated parties, customers, licensors, licensees, vendors, suppliers and service providers related to the disclosing party, as well as customers, licensors, licensees, vendors, suppliers, service providers, products, operations, plans, technologies, finances, prices, costs, trade secrets,

intellectual property, research and development, actual or potential market opportunities and other information.

13.2 Confidential information is the property of the disclosing party and/or the third party for which the disclosing party shall assume the confidentiality obligations.

13.3 The receiving party shall not use, disclose or reproduce any confidential information, except for the use, disclosure or reproduction within the scope required for the performance of this Articles of Association.

13.4 On the premise of violating the aforementioned regulations, the receiving party hereby recognizes and accepts that,

(1) The receiving party shall not use the confidential information for its own benefit or for the benefit of any third party;

(2) The receiving party may disclose confidential information only to employees, external consultants or agents who are required to know the confidential information for the purpose of performing the Articles of Association. Also, the employees, external consultants or agents shall be informed of the confidentiality obligations assumed by the receiving party under the provisions of this Articles of Association; and

(3) The receiving party shall ensure that any of its employees, external consultants or agents shall abide by the confidentiality obligations which are assumed by the receiving party under the provisions of this Articles of Association and protect the confidentiality of the confidential information, as the employees, external consultants or agents are the contracting party of this Articles of Association.

13.5 The confidentiality obligation under the provisions of the Articles of Association shall be the continuing obligation and shall remain valid for three years after the termination or expiration of this Articles of Association.

13.6 Confidential information shall not include the following information:

(1) Information which has been known to the public after the conclusion of this Articles of Association, except the case where the receiving party causes the disclosure by violating (or causing or permitting a third party to violate) this Articles of Association or any other confidentiality obligations assumed towards the disclosing party or the third party; and

(2) Information to be disclosed in the present or future according to the applicable law; however, the receiving party shall cooperate with the disclosing party in order to minimize the extent of the disclosure and shall notify the disclosing party within a reasonable scope as much as possible before the disclosure is made.

13.7 Regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents, if any part of the confidential information has been known to the public after the conclusion of this Articles of Association, the receiving party shall not use the confidential information to broaden

the scope of the information known to the public and shall continue to protect the part of confidential information not known to the public.

13.8 Except for the aforementioned relevant confidential regulations, the Company shall also establish a confidentiality system for corporate affairs which shall be approved by the Board of Shareholders.

Chapter 14 Dissolution and Liquidation of the Company

14.1 The Company shall be dissolved and liquidated in any of the following circumstances and relevant liquidation matters shall be implemented in accordance with relevant laws:

(1) The business term expires;

(2) The resolutions made by the Board of Shareholders decide to dissolve the Company;

(3) It is necessary to be dissolved due to merger or division of the Company;

(4) It is closed down, dissolved or revoked according to law;

(5) The Company is ceased operation or is unable to liquidate its due debts or is declared bankruptcy according to law;

(6) Business license, any other relevant license or permit or other renewal necessary for the operation is terminated, cancelled or revoked according to law; or

(7) Other circumstances stipulated in the Articles of Association and relevant laws.

14.2 The Company may be continued by amending the Articles of Association in one of the aforementioned circumstances as specified in the Article 14.1 (1).

14.3 In case the operation and management of the Company encounters serious difficulties and the continued existence of the Company will cause major losses of interests of the shareholders which cannot be resolved through other means, shareholders representing more than 1/10 of the voting rights of the Company may apply to the people's court for dissolution of the Company.

14.4 Where the Company is dissolved in accordance with the aforementioned provisions of Article 14.1 (1), (4) or (5), a liquidation group shall be formed, within fifteen days as of the occurrence of the causes of dissolution, to carry out liquidation. The liquidation group shall consist of the shareholders. Where no liquidation group is formed within the time limit, the creditors may plead the people's court to designate relevant persons to form a liquidation group. The people's court shall accept such request and form a liquidation group so as to carry out the liquidation in a timely manner.

14.5 The liquidation group may exercise the following functions and powers during the process of liquidation:

(1) To liquidate the property of the Company, and prepare balance sheets and checklists of property;

(2) To inform creditors by notice or public announcement;

(3) To dispose and liquidate the businesses of the Company that have not been completed;

(4) To clear off the outstanding taxes and the taxes incurred in the process of liquidation;

(5) To clear off creditor's rights and debts;

(6) To dispose the residual property of the Company after debt payment; and

(7) To participate in the civil proceedings of the Company.

14.6 The liquidation group shall, within ten days since its formation, notify the creditors, and shall make a public announcement within 60 days on newspapers. Creditors shall, within 30 days after the receipt of a notice or within 45 days after the issuance of the public announcement in the case of failing to receive a notice, declare creditor's rights to the liquidation group.

To declare creditor's rights, a creditor shall explain the relevant matters and provide relevant evidential materials. The liquidation group shall register the creditor's rights.

The liquidation group may not clear off any of the debts of any creditor during the period of right declaration.

14.7 The liquidation group shall, after liquidating the property of the Company and preparing balance sheets and checklists of property, make a plan of liquidation, and report it to the Board of Shareholders or the people's court for confirmation.

The residual property of the Company after paying off the liquidation expenses, wages of employees, social insurance premiums and legal compensation premiums, the outstanding taxes and the debts of the Company may be distributed according to the proportions of capital contributions of the shareholders.

During the term of liquidation, the Company continues to exist, but may not carry out any business operation that has nothing to do with liquidation. None of the property of the Company may be distributed to any shareholder before they are used for the clearing off as stated in the preceding paragraph.

14.8 If the liquidation group finds that the property of the Company is not sufficient for clearing off the debts after liquidating the property of the Company and preparing balance sheets and checklists of property, it shall file an application to the people's court for bankruptcy.

Once the people's court makes a judgment declaring the bankruptcy of the Company, the liquidation group shall hand over the liquidation matters to the people's court.

14.9 After liquidation of the Company is completed, the liquidation group shall formulate a liquidation report, which shall be submitted to the Board of Shareholders or the people's court for confirmation and shall be submitted to the company registration authority for deregistration of the Company. It shall also make a

public announcement on its termination.

14.10 The members of the liquidation group shall devote themselves to their duties and fulfill their obligations of liquidation according to law.

None of the members of the liquidation group may take any bribe or any other illegal proceeds by taking advantage of his position, nor may he misappropriate any of the property of the Company.

Where any of the members of the liquidation group causes any loss to the Company or any creditor by intention or due to gross negligence, he or she shall make corresponding compensations.

14.11 Where the Company is declared bankrupt according to law, it shall carry out bankruptcy liquidation in accordance with the laws concerning enterprise bankruptcy.

Chapter 15 Other Provisions

15.1 The Articles of Association shall take effect upon the signatures signed by all parties concerned or their duly authorized representatives and official seals affixed by all parties concerned (if involved). Despite of the aforementioned provisions, the undersigned in the Articles of Association hereby confirms that the relevant provisions (including obligations related to the establishment of the Company and relevant confidentiality obligations) shall have binding force on the parties concerned once the Articles of Association has been signed. Parties concerned shall fulfill the obligations and shall assume the relevant responsibilities in accordance with the provisions of this Articles of Association.

15.2 All parties concerned hereby unconditionally and irrevocably acknowledge and accept that, regardless of the contrary provisions stipulated in this Articles of Association or any other transaction documents, (i) the liabilities, obligations and restrictions stipulated in the Articles of Association and other transaction documents are necessary and the liabilities, obligations and restrictions will not constitute an unreasonable burden at the present or in the future; (ii) the liabilities, obligations and restrictions shall have binding force on them, which can be compulsorily executed within the maximum scope; (iii) all parties concerned have agreed to assume the commitments and obligations that are made on the basis of provisions of the Articles of Association and any other transaction documents, and have expressed to waive the relevant rights that shall be entitled by all parties concerned under the relevant laws on the basis of the aforementioned commitments and obligations; (iv) all parties concerned have fully understood all contents specified in the Articles of Association or any other transaction documents, and have consulted the professional laws and other relevant consultants, or have voluntarily waived to consult the professional laws and other relevant consultants; and (v) the Articles of Association or any other transaction documents shall not be drafted by other parties so as to provide any favorable or unfavorable explanations to any party.

15.3 Within the scope permitted by Chinese laws, the non-performance or deferred performance of any right

entitled by any party under the provisions of the Articles of Association shall not be deemed to be a waiver of that right by that party. Any separate or partial performance of any right entitled by that party under the provisions of the Articles of Association shall not affect the future performance of that right in any other manner by that party.

15.4 Unless otherwise specified in this Articles of Association, neither party shall fully or partially transfer any of its rights and obligations under the Articles of Association without the written consent by other parties and necessary approval by the approval authority (if involved).

15.5 Unless otherwise specified in the Chinese laws, the invalidity or partial invalidity of any provision in this Articles of Association shall not affect the validity of any other provisions in this Articles of Association.

15.6 The Articles of Association is written in Chinese and may be executed in two or more counterparts, each of which shall constitute one and the same document in accordance with this Articles of Association.

15.7 If any appendices, annexes, attached lists, drawings or other attached documents have any conflict with other provisions of this Articles of Association, the other provisions of this Articles of Association shall prevail.

15.8 If the provisions of this Articles of Association or any other transaction documents have any conflict with relevant laws, the relevant laws shall prevail.

15.9 Any notice or other contact information issued by the any party, the Board of Shareholders, the Board of Directors, the supervisor or the Company in accordance with the Articles of Association shall be in written form and shall be delivered through letters, faxes, e-mails or by hand to the following addresses of the relevant parties. If any party changes its address, that party shall notify the other parties, the Company, the Board of Directors and the supervisor in a timely manner through the methods as provided in the Article 19.9.

The service date of the aforementioned notice or other contact information shall be determined in accordance with the following provisions:

(1) Notice or other contact information delivered by hand shall be deemed to have been served on the receiving date;

(2) Notice or other contact information delivered by letters (registered mail, postage prepaid) shall be deemed to have been served within 7 workdays since the date of posting (subject to the date provided on the postmark);

(3) Notice or other contact information delivered by expresses (express fee prepaid) shall be deemed to have been served within 4 workdays since the date of delivery to internationally recognized express company (subject to the date provided on the express document); and

(4) Notice or other contact information delivered by fax or e-mail shall be deemed to have been served within 2 workdays since the date of sending (subject to the sending certificate).

Contact information:

Guomao Co., Ltd.

Contact person: Guo Shenghu

Post: Secretary of the Board of Directors

Department: Department of Compliance and Securities Affairs

Company name: Jiangsu Guotai International Group Guomao Co., Ltd.

Address: 11-24/F, Guotai Times Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58696087

Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership)

Contact person: Zhu Yufeng

Post: Managing Partner

Department:

Company name: Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership)

Address: 29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58689827

Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Contact person: Pang Xiyong

Post: Managing Partner

Department:

Company name: Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Address: 29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58689827

[The following part is intentionally left blank.]

(This page has no main body, only for signatures)

IN WITNESS WHEREOF, the representatives fully authorized by all parties concerned have signed on the Articles of Association at the date indicated in the beginning of the document.

Jiangsu Guotai International Group Guomao Co., Ltd. (Seal)

(With the seal of Jiangsu Guotai International Group Guomao Co., Ltd.)

Zhang Ziyan (Signature)

(Signature of legal representative or authorized representative)

Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership) (Seal)

(Seal)

Zhu Yufeng (Signature)

(Signature of authorized representative)

Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership) (Seal)

(With the seal of Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership))

Pang Xiyong (Signature)

(Signature of authorized representative)

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.54

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: seal

This is to certify that the special seal for archives of Market Supervision Administration of Zhangjiagang City, affixed to the foregoing copy of Articles of Association of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the authorized agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public, is found to be authentic.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

IV15176647

Jiangsu GTIG EASTAR Co., Ltd.

Amendments to the Articles of Association

(With the special seal for archives of Market Supervision Administration of Zhangjiagang City)

In accordance with Articles of Association of Jiangsu GTIG EASTAR Co., Ltd. (revised in April 2017) (the "original Articles of Association") and resolutions made by the Board of Shareholders of Jiangsu GTIG EASTAR Co., Ltd. (the "Company") on May 24, 2017, the original Articles of Association shall be amended as follows:

1. Original Articles of Association

This Articles of Association was concluded by the following parties on April 24, 2017 at Zhangjiagang City, Jiangsu Province, People's Republic of China ("P. R. China"):

(1) Jiangsu Guotai International Group Guomao Co., Ltd. ("Guomao Co., Ltd.");

(2) Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership) ("EASTAR Investment");

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership) ("Yuanchuang Partnership");

The above companies shall be individually referred to as "one party", collectively referred to as "all parties concerned" or individually and collectively referred to as "shareholders".

Now it is amended as:

This Articles of Association was concluded by the following parties on April 24, 2017 at Zhangjiagang City, Jiangsu Province, People's Republic of China ("P. R. China"):

(1) Jiangsu Guotai International Group Guomao Co., Ltd. ("Guomao Co., Ltd.");

(2) Zhangjiagang Free Trade Zone Wantong Enterprise Management Partnership (Limited Partnership) ("Wantong Partnership");

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership) ("Yuanchuang Partnership");

The above companies shall be individually referred to as "one party", collectively referred to as "all parties concerned" or individually and collectively referred to as "shareholders".

2. Article 2.3 in the original Articles of Association

The shareholders of the company are as follows:

(1) Jiangsu Guotai International Group Guomao Co., Ltd., a joint stock company established and

effectively operated under Chinese laws, registered address: 11-24/F, Guotai Times Plaza, Zhangjiagang City.

Legal Representative:

Name: Zhang Ziyan

Post: Chairman of the Board of Directors

Nationality: Chinese

(2) Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 328F, Textiles & Raw Materials Market, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Zhu Yufeng

Nationality: Chinese

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 103, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Pang Xiyong

Nationality: Chinese

Now it is amended as:

The shareholders of the company are as follows:

(1) Jiangsu Guotai International Group Guomao Co., Ltd., a joint stock company established and effectively operated under Chinese laws, registered address: 11-24/F, Guotai Times Plaza, Zhangjiagang City.

Legal Representative:

Name: Zhang Ziyan

Post: Chairman of the Board of Directors

Nationality: Chinese

(2) Zhangjiagang Free Trade Zone Wantong Enterprise Management Partnership (Limited

Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 104, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Zhu Yufeng

Nationality: Chinese

(3) Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership), a limited partnership established and effectively operated under Chinese laws, registered address: RM. 103, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone.

Managing Partner:

Name: Pang Xiyong

Nationality: Chinese

3. Article 4.2 in the original Articles of Association

Contributions of Registered Capital

Guomao Co., Ltd. has subscribed a contribution in the amount of RMB 72,528,000 which accounts for 60% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

EASTAR Investment has subscribed a contribution in the amount of RMB 10,081,046 which accounts for 8.3396% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Yuanchuang Partnership has subscribed a contribution in the amount of RMB 38,270,954 which accounts for 31.6604% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Any shareholder's contribution to any of the registered capital (including capital contribution period) shall be in accordance with the Articles of Association, the resolution of Board of Shareholders and relevant laws, and shall be verified and supervised by the department or personnel appointed by the Board of Shareholders or the supervisor.

Now it is amended as:

Contributions of Registered Capital

Guomao Co., Ltd. has subscribed a contribution in the amount of RMB 72,528,000 which

accounts for 60% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Wantong Partnership has subscribed a contribution in the amount of RMB 10,081,046 which accounts for 8.3396% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Yuanchuang Partnership has subscribed a contribution in the amount of RMB 38,270,954 which accounts for 31.6604% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Any shareholder's contribution to any of the registered capital (including capital contribution period) shall be in accordance with the Articles of Association, the resolution of Board of Shareholders and relevant laws, and shall be verified and supervised by the department or personnel appointed by the Board of Shareholders or the supervisor.

4. Article 15.9 in the original Articles of Association

Any notice or other contact information issued by the any party, the Board of Shareholders, the Board of Directors, the supervisor or the Company in accordance with the Articles of Association shall be in written form and shall be delivered through letters, faxes, e-mails or by hand to the following addresses of the relevant parties. If any party changes its address, that party shall notify the other parties, the Company, the Board of Directors and the supervisor in a timely manner through the methods as provided in the Article 19.9.

The service date of the aforementioned notice or other contact information shall be determined in accordance with the following provisions:

(1) Notice or other contact information delivered by hand shall be deemed to have been served on the receiving date;

(2) Notice or other contact information delivered by letters (registered mail, postage prepaid) shall be deemed to have been served within 7 workdays since the date of posting (subject to the date provided on the postmark);

(3) Notice or other contact information delivered by expresses (express fee prepaid) shall be deemed to have been served within 4 workdays since the date of delivery to internationally recognized express company (subject to the date provided on the express document); and

(4) Notice or other contact information delivered by fax or e-mail shall be deemed to have been served within 2 workdays since the date of sending (subject to the sending certificate).

Contact information:

Guomao Co., Ltd.

Contact person: Guo Shenghu

Post: Secretary of the Board of Directors

Department: Department of Compliance and Securities Affairs

Company name: Jiangsu Guotai International Group Guomao Co., Ltd.

Address: 11-24/F, Guotai Times Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58696087

Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership)

Contact person: Zhu Yufeng

Post: Managing Partner

Department:

Company name: Zhangjiagang Free Trade Zone EASTAR Investment Management Enterprise (Limited Partnership)

Address: 29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58689827

Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Contact person: Pang Xiyong

Post: Managing Partner

Department:

Company name: Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Address: 29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58689827

Now it is amended as:

Any notice or other contact information issued by the any party, the Board of Shareholders, the Board of Directors, the supervisor or the Company in accordance with the Articles of Association shall be in written form and shall be delivered through letters, faxes, e-mails or by hand to the following addresses of the relevant parties. If any party changes its address, that party shall notify the other parties, the Company, the Board of Directors and the supervisor in a timely manner through the methods as provided in the Article 19.9.

The service date of the aforementioned notice or other contact information shall be determined in

accordance with the following provisions:

(1) Notice or other contact information delivered by hand shall be deemed to have been served on the receiving date;

(2) Notice or other contact information delivered by letters (registered mail, postage prepaid) shall be deemed to have been served within 7 workdays since the date of posting (subject to the date provided on the postmark);

(3) Notice or other contact information delivered by expresses (express fee prepaid) shall be deemed to have been served within 4 workdays since the date of delivery to internationally recognized express company (subject to the date provided on the express document); and

(4) Notice or other contact information delivered by fax or e-mail shall be deemed to have been served within 2 workdays since the date of sending (subject to the sending certificate).

Contact information:

Guomao Co., Ltd.

Contact person:	Guo Shenghu
Post:	Secretary of the Board of Directors
Department:	Department of Compliance and Securities Affairs
Company name:	Jiangsu Guotai International Group Guomao Co., Ltd.
Address:	11-24/F, Guotai Times Plaza, Zhangjiagang City, Jiangsu Province
Postal code:	215600
Tel:	58696087

Zhangjiagang Free Trade Zone Wantong Enterprise Management Partnership (Limited Partnership)

Contact person:	Zhu Yufeng
Post:	Managing Partner
Department:	
Company name:	Zhangjiagang Free Trade Zone Wantong Enterprise Management Partnership (Limited Partnership)
Address:	29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province
Postal code:	215600
Tel:	58689827

Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Contact person: Pang Xiyong

Post: Managing Partner

Department:

Company name: Zhangjiagang Free Trade Zone Yuanchuang Business Consulting Partnership (Limited Partnership)

Address: 29/F, Guotai New Century Plaza, Zhangjiagang City, Jiangsu Province

Postal code: 215600

Tel: 58689827

(No main body below)

(This page has no main body, only for signatures of Jiangsu GTIG EASTAR Co., Ltd.'s Amendments to the Articles of Association)

Signature and seal of the company:

Jiangsu GTIG EASTAR Co., Ltd. (Seal)

(With the seal of Jiangsu GTIG EASTAR Co., Ltd.)

Cai Dongsheng (Signature)

(Signature of legal representative or authorized representative)

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.55

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: seal

This is to certify that the special seal for archives of Market Supervision Administration of Zhangjiagang City, affixed to the foregoing copy of Amendments to the Articles of Association of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the authorized agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public, is found to be authentic.

Notary : Zhao Zhiping

Zhangjiagang Notary Public Office

Jiangsu Province

The People's Republic of China (seal)

March 27, 2018

IV15176649

Jiangsu GTIG EASTAR Co., Ltd.

Amendments to the Articles of Association

(With the special seal for archives of Market Supervision Administration of Zhangjiagang City)

In accordance with Articles of Association of Jiangsu GTIG EASTAR Co., Ltd. (revised in April 2017) (the "original Articles of Association") and resolutions made by the Board of Shareholders of Jiangsu GTIG EASTAR Co., Ltd. (the "Company") on May 31, 2017, the original Articles of Association shall be amended as follows:

1. Article 4.1 in the original Articles of Association

Registered Capital

The registered capital is RMB 120,880,000. Registered capital may be altered upon this Articles of Association and relevant laws.

Now it is amended as:

Registered Capital

The registered capital is RMB 178,000,000. Registered capital may be altered upon this Articles of Association and relevant laws.

2. Article 4.2 in the original Articles of Association

Contributions of Registered Capital

Guomao Co., Ltd. has subscribed a contribution in the amount of RMB 72,528,000 which accounts for 60% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Wantong Partnership has subscribed a contribution in the amount of RMB 10,081,046 which accounts for 8.3396% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Yuanchuang Partnership has subscribed a contribution in the amount of RMB 38,270,954 which accounts for 31.6604% of the registered capital, the contribution form is currency and others (refer to Attachment 1), and the contribution time is July 31, 2014.

Any shareholder's contribution to any of the registered capital (including capital contribution period) shall be in accordance with the Articles of Association, the resolution of Board of Shareholders and relevant laws, and shall be verified and supervised by the department or personnel appointed by the Board of Shareholders or the supervisor.

Now it is amended as:

Contributions of Registered Capital

Guomao Co., Ltd. has subscribed a contribution in the amount of RMB 106,800,000 which accounts for 60% of the registered capital (refer to Attachment 1); the currency contribution is RMB 60,528,000, and the contribution time is July 31, 2014; the capital reserve contribution is RMB 19,490,977, the undistributed profit contribution is RMB 26,781,023, and the contribution time is December 31, 2017.

Wantong Partnership has subscribed a contribution in the amount of RMB 20,995,632 which accounts for 11.7953% of the registered capital (refer to Attachment 1); the currency contribution is RMB 10,081,046, and the contribution time is July 31, 2014; the capital reserve contribution is RMB 6,737,474, the undistributed profit contribution is RMB 4,177,112, and the contribution time is December 31, 2017.

Yuanchuang Partnership has subscribed a contribution in the amount of RMB 50,204,368 which accounts for 28.2047% of the registered capital (refer to Attachment 1); the currency contribution is RMB 38,270,954, and the contribution time is July 31, 2014; the capital reserve contribution is RMB 6,256,511, the undistributed profit contribution is RMB 5,676,903, and the contribution time is December 31, 2017.

Any shareholder's contribution to any of the registered capital (including capital contribution period) shall be in accordance with the Articles of Association, the resolution of Board of Shareholders and relevant laws, and shall be verified and supervised by the department or personnel appointed by the Board of Shareholders or the supervisor.

(No main body below)

(This page has no main body, only for signatures of Jiangsu GTIG EASTAR Co., Ltd.'s Amendments to the Articles of Association)

Signature and seal of the company:

Jiangsu GTIG EASTAR Co., Ltd. (Seal)

(With the seal of Jiangsu GTIG EASTAR Co., Ltd.)

Cai Dongsheng (Signature)

(Signature of legal representative or authorized representative)

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.56

Applicant: Jiangsu GTIG EASTAR Co., Ltd.

Domicile: B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: seal

This is to certify that the special seal for archives of Market Supervision Administration of Zhangjiagang City, affixed to the foregoing copy of Amendments to the Articles of Association of Jiangsu GTIG EASTAR Co., Ltd. Wu Xianbo, the authorized agent of Jiangsu GTIG EASTAR Co., Ltd., showed to me, the notary public, is found to be authentic.

Notary : Zhao Zhiping

Zhangjiagang Notary Public Office

Jiangsu Province

The People's Republic of China (seal)

March 27, 2018

IV15176651

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护 照 PASSPORT	类型 / Type	国家码 / Country Code	护照号 / Passport No.
	P	CHN	G58473323



姓 / Surname
庞/PANG

名 / Given names
喜永/XIYONG

性别 / Sex
男/M

出生地点 / Place of birth
山东/SHANDONG

出生日期 / Date of birth
04 MAY 1972

签发地点 / Place of issue
江苏/JIANGSU

签发日期 / Date of issue
07 FEB 2012

有效期至 / Date of expiry
06 FEB 2022

签发机关 / Authority
公安部出入境管理局
Exit & Entry Administration
Ministry of Public Security

93759250

POCHNPANG<<XIYONG<<<<<<<<<<<<<<<<<<<<<<<<<<<<

G584733237CHN7205044M2202060192O3205<<<<<<24

中国银行
BANK OF CHINA

单位存款证明

CERTIFICATE OF CORPORATE DEPOSIT

编号：A 1192175
No.

致：张家港保税区华通国际贸易有限公司

应 张家港保税区华通国际贸易有限公司（单位名）的要求，我行证明：______（单位名）在我行的存款账户

☑截止到 2018 年 06 月 03 日有如下余额：

☐从____年__月__日到____年__月__日期间每日余额均不低于：

To: Zhangjiagang Free Trade Zone Huatong International Co., Ltd

Requested by Zhangjiagang Free Trade Zone Huatong International Co., Ltd (corporate name), we hereby certify that ______ (corporate name) has maintained account(s) with our bank, and

☑up to 2018/06/03 (YYYY/MM/DD), deposit balances are as follows:

☐from ______ (YYYY/MM/DD) to ______ (YYYY/MM/DD), deposit balances are no lower than:

账号 Account No.	货币/金额（小写） Amount in Figures	货币/金额（大写） Amount in Words	是否已质押或被冻结？ If it has been pledged or frozen?
500158213016	CNY5,382,675.89	CNY伍佰叁拾捌万贰仟陆佰柒拾伍元捌角玖分	NO

合计金额（大写）：伍佰叁拾捌万贰仟陆佰柒拾伍元捌角玖分
Total Amount in Words:

此存款证明不作为质押、担保之用，由此引起的后果，我行不负任何责任。本证明不得进行任何涂改，涂改后的证明无效。

This certificate is not permitted to be used as guarantee or pledge in any purpose. We do not hold any liability for the consequences involved thereby. This certificate cannot be modified or altered. If modified or altered, it will lose validity automatically.

中国银行股份有限公司______分行
Bank of China Limited ______ Branch

（盖章）
(SEAL)

中国银行股份有限公司
张家港分行
业务专用章

2018 年 06 月 04 日
YYYY MM DD

Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

Room 102, No 2 Warehouse, Shunchang International Logistics Company, Fujian Road, Zhangjiagang Free Trade Zone, Jiangsu, China

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MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT **B1901-2401, (Guotai New Century Plaza), No. 125, Middle Renmin Road, Yangshe Town, Zhangjiagang City, Jiangsu Province, China,** On 11th May 2018.

PRESENT: Mr. Cai Dongsheng

Mr. Yan Renming 严仁明

Mr. Qian Guoliang 钱国良

1. **CHAIRMAN**

   Mr. **Cai Dongsheng** was elected Chairman of meeting.

2. **QUORUM**

   It was noted that a quorum was present and the Chairman declared that the meeting duly convened and constituted.

3. **RESOLUTIONS**

   (i) All Directors have decided to make investment and expand the business activities of the company by setting a wholly owned subsidiary under mentioned name, which will be incorporated in the Republic of the Union of Myanmar.

   Name of the company in Myanmar: **Honor Apparel Company Limited**

   (ii) That Mr. **Cai Dongsheng** holding passport no. **E21228326** be authorized to represent our company acting as Managing Director in the new company in Myanmar.

   (iii) That Mr. **Pang Xiyong** holding passport no. **G58473323** be authorized to represent our company acting as Director and be authorized in the formation of the new company in Myanmar.

   (iv) All Directors have decided that the following person(s) will become the Authorized Person(s) for the Bank Account opening in Myanmar on behalf of **Honor Apparel Company Limited** incorporated in Myanmar.

   Mr. **Cai Dongsheng** holding passport no. **E21228326** as Authorized Person.
   Mr. **Pang Xiyong** holding passport no. **G58473323** as Authorized Person.

IT WAS RESOLVED that the company setting up a new wholly owned subsidiary in the Republic of the Union of Myanmar under the name of **Honor Apparel Company Limited** be approved and accepted and that any one of the Directors of the company be authorized to sign the same on behalf of the company.

IT WAS RESOLVED that the company setting up a new wholly owned subsidiary in the Republic of the Union of Myanmar under the name of **Honor Apparel Company Limited** be approved and accepted and that any one of the Directors of the company be authorized to sign the same on behalf of the company.

4. **TERMINATION**

   There being no further business the Chairman declared the Meeting closed.

....

Chairman

编号 [illegible]

营业执照

（副　本）

统一社会信用代码 91320592628401125L　（1/1）

名　　　　称	张家港保税区华通国际贸易有限公司
类　　　　型	有限责任公司（法人独资）
住　　　　所	张家港保税区福建路顺昌国际物流有限公司2号仓库102室
法定代表人	才东升
注册资本	6000万元整
成立日期	1994年07月15日
营业期限	1994年07月15日至******
经营范围	纺织、服装、日用品、文具用品、矿产品（不含煤炭）、建材、机械设备、五金交电、电子产品、金属材料的批发，自营和代理各类商品的进出口业务（国家限定公司经营或禁止进出口的商品除外）。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

登记机关

2017年　05月　16日

公 证 书

（2018）苏张证经外字第57号

申请人：张家港保税区华通国际贸易有限公司

住所：张家港保税区福建路顺昌国际物流有限公司2号仓库102室

法定代表人：才东升，男，公民身份号码：620105197108101101X

委托代理人：吴贤波，男，公民身份号码：320582198510262311

公证事项：营业执照

兹证明江苏省张家港保税区工商行政管理局于二〇一七年五月十六日发给张家港保税区华通国际贸易有限公司的《营业执照（副本）（1/1）》的原件与前面的复印件相符，原件属实。

中华人民共和国江苏省张家港市公证处

公证员 赵治平

江苏省张家港市公证处

3205820367378

二〇一八年三月二十七日

15 8652

Serial No. 320592000201705160031

BUSINESS LICENSE

(Duplicate)

Unified Social Credit Code 91320592628401125L (1/1)

Name:	Zhangjiagang Free Trade Zone Huatong International Co., Ltd.
Type:	Limited Liability Company (Sole Proprietorship of Legal Person)
Domicile:	RM. 102, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone
Legal Representative:	Cai Dongsheng
Registered Capital:	RMB 60,000,000 Yuan Only
Date of Foundation:	July 15, 1994
Business Term:	From July 15, 1994 to ******
Business Scope:	Wholesale of textile, clothing, articles of everyday use, stationery, minerals (excluding coal), building materials, mechanical equipment, hardware and electrical equipment, electronic products and metallic materials; self-operation and agency of the import & export business of all kinds of goods (except for goods that are restricted to some enterprises or whose import and export are forbidden by the state). (Items that shall be approved by laws can be operated only after being permitted by related authorities.)

(QR Code)

Registration Organ:

(With the seal of the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province)

May 16, 2017

Enterprise Credit Information Public System Web: www.jsgsj.gov.cn:58888/province

Formulated and supervised by the State Administration for Industry & Commerce of the People's Republic of China

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.57

Applicant: Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

Address: RM. 102, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone

Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X

Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311

Issue under notarization: Business License

This is to certify that the foregoing copy conforms to the original Business License (Duplicate) (1/1) issued by the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province to Zhangjiagang Free Trade Zone Huatong International Co., Ltd. on May 16, 2017, and that the original document is authentic.

Notary : Zhao Zhiping

Zhangjiagang Notary Public Office

Jiangsu Province

The People's Republic of China (seal)

March 27, 2018

Articles of Association of Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

To meet the demands of socialist market economy and develop productivity, in accordance with the *Company Law of the People's Republic of China* (hereinafter referred to as the *Company Law*), other relevant laws and administrative regulations, the Articles of Association is hereby formulated in July 1994, and amended and signed in April 2010. In case of any inconsistency between the Articles of Association and state laws, regulations, the latter shall prevail.

Chapter 1 Name and Address of the Company

Article 1 Name of the Company: Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

Article 2 Address of the Company: RM. 102, Lianfa Warehousing, Zhangjiagang Free Trade Zone

Chapter 2 Business Scope of the Company

Article 3 Business scope of the Company: Wholesale of textile, clothing, articles of everyday use, stationery, minerals (excluding coal), building materials, mechanical equipment, hardware and electrical equipment, electronic products and metallic materials; self-operation and agency of the import & export business of all kinds of goods (except for goods that are restricted to some enterprises or whose import and export are forbidden by the state). (In case special approval is required, relevant items shall be operated with a license)

Chapter 3 Registered Capital of the Company

Article 4 Registered capital of the Company: RMB 90,000,000

Chapter 4 Name of Shareholder, Form, Amount and Date of Contribution

Article 5 Name of shareholder, form and amount of contribution are listed as follows:

Shareholder name	Certificate No.	Contribution form	Contribution amount	Contribution proportion
Jiangsu GTIG EASTAR Co., Ltd.	320582000001843	Currency	RMB 90,000,000	100%

Article 6 Contribution date: the original registered capital was RMB 5,092,237.02 which was paid off before the establishment of the Company. The increased amount this time is RMB 84,907,762.98 which shall be paid off by the shareholder in monetary form before May 6, 2010.

Article 7 The shareholder shall exercise the following functions and powers:

(1) To decide on the Company's operational guidelines and investment plans;

(2) To elect and replace directors and supervisors who are not staff representatives and decide on the remunerations for relevant directors and supervisors;

(3) To deliberate on and approve reports of the Board of Directors;

(4) To deliberate on and approve reports of the supervisor;

(5) To deliberate on and approve the annual financial budget plan and final accounting plan of the Company;

(6) To deliberate on and approve the profit distribution plans and loss recovery plans of the Company;

(7) To make resolutions on the increase or decrease of the Company's registered capital;

(8) To make resolutions on the issuance of corporate bond;

(9) To make resolutions on the merger, division, dissolution, liquidation or transformation of the Company;

(10) To amend the Company's Articles of Association;

Article 8 Meetings of the Board of Shareholders shall be convened by the Board of Directors and presided over by the chairman of the Board of Directors. Where the chairman cannot perform such duty of convening such meeting or fails to do so, the vice chairman shall convene and preside over the meeting; where the vice chairman cannot perform such functions or fails to do so, a director jointly elected by more than half of the directors shall preside over the meeting.

And if the Board of Directors cannot or will not convene such meeting, the meeting will be convened and presided over by the supervisor; in case the supervisor does not convene the meeting, shareholders representing over 1/10 of voting rights can convene and preside over the meeting on their own.

Article 9 The Board of Shareholders shall make resolutions on the matters discussed at a meeting, and the shareholders present at the meeting shall sign the minutes.

Article 10 Shareholders at the meeting of the Board of Shareholders shall exercise their voting rights according to their contribution proportion.

Article 11 Resolutions made by the meeting of the Board of Shareholders shall be adopted by shareholders representing more than 1/2 of the voting rights.

Resolutions on amendments to the Company's Articles of Association, increase or decrease of the Company's registered capital, merger, division, dissolution or transformation of the Company shall be adopted by shareholders representing more than 2/3 of the voting rights.

Article 12 The Company sets the Board of Directors. The Company sets the Board of Directors consisting of three members who shall be elected by the Board of Shareholders. The term of office of the directors is three years. They may serve consecutive terms if re-elected upon expiration of the term. The chairman set by the Board of Directors shall be elected by the Board of Directors. The term of office of the chairman is three years. He/she may serve consecutive terms if re-elected upon expiration of the term.

Article 13 The Board of Directors shall be responsible to the Board of Shareholders and execute the following functions and powers:

(1) To convene meetings of the Board of Shareholders and to report work at the meeting;

(2) To carry out resolutions of the Board of Shareholders;

(3) To determine the operating plan and investment plan of the Company;

(4) To work out the annual financial plan and final accounting plan of the Company;

(5) To work out the profit distribution plan and the loss recovery plan of the Company;

(6) To work out the plan for the Company to increase or decrease the registered capital and issue bonds;

(7) To work out plans of merger, division, dissolution or transformation of the Company;

(8) To decide on settings of internal management organs of the Company;

(9) To employ or dismiss the manager of the Company and to employ or dismiss the deputy manager and finance chief of the Company according to the nomination by the manager, and decide on matters concerning their remunerations;

(10) To work out the basic management system of the Company;

(11) In case of wars, serious natural disasters and other emergencies, to exercise special decision right and disposition right but the execution of such rights shall be in accordance with the Company's interests, and to report the result to the Board of Shareholders afterwards.

Article 14 The Company shall have one manager, who shall be employed or dismissed by the Board of Directors. The manager shall be responsible to the Board of Directors and exercise the following functions and powers:

(1) To take charge of the Company's production and business management and to arrange to implement resolutions of the Board of Directors;

(2) To arrange to implement the Company's annual operating plan and investment plan;

(3) To draft the plan of setting the Company's internal management organs;

(4) To draft the Company's basic management system;

(5) To work out the Company's specific rules and regulations;

(6) To propose to employ or dismiss the deputy manager and finance chief of the Company;

(7) To employ or dismiss the executives other than the ones the employment or dismissal of whom is to be decided by the Board of Directors;

(8) Other functions and powers conferred by the Board of Directors.

The manager can attend meetings of the Board of Shareholders as a non-voting attendee.

Article 15 The Company sets one supervisor who shall be elected by the Company's Board of Shareholders. The supervisor shall be responsible to the Board of Shareholders and his/her term of office is three years. He/she may serve consecutive terms if re-elected upon expiration of the term.

The supervisor shall exercise the following functions and powers:

(1) To examine the financial status of the Company;

(2) To supervise the directors and senior executives while they perform duties of the Company, and propose to remove those who have violated laws, regulations, the Articles of Association or resolutions made by the Board of Shareholders;

(3) To demand the directors and senior executives to make corrections if any of their acts is found to have damaged the interests of the Company;

(4) To propose to convene interim meeting of the Board of Shareholders; to convene and preside over the meeting of the Board of Shareholders when the Board of Directors does not fulfill such duties according to the Company Law;

(5) To come up with proposals at the meeting of the Board of Shareholders;

(6) To file lawsuit against directors and senior executives according to Article 152 of the Company Law.

The supervisor can attend meetings of the Board of Shareholders as a non-voting attendee.

Article 16 The Company's directors, the manager or any other senior executives shall not concurrently serve as the Company's supervisor.

Chapter 6 Legal Representative of the Company

Article 17 The chairman of the Board of Directors shall serve as the legal representative of the Company, who shall be elected by the Board of Directors. The term of office of legal representative is three years. The legal representative may serve consecutive terms if re-elected upon expiration of the term.

Chapter 7 Finance, Accountancy, Profit Distribution and Labor Employment System

Article 18 The Company shall establish its financial and accounting systems pursuant to laws, administrative regulations and provisions of the treasury administrative department of the State Council. The Company shall draw up its financial and accounting reports at the end of each fiscal year, and deliver the same to each shareholder before March 31 of the next year.

Article 19 Profits of the Company shall be distributed according to the *Company Law*, relevant laws, regulations and provisions of the treasury administrative department of the State Council.

Article 20 The labor employment system shall be established according to the relevant state laws, regulations and rules of the labor department of the State Council.

Chapter 8 Reasons for Dissolution of the Company and Liquidation Methods

Article 21 The Company's business term is long term.

Article 22 In case of any of the following circumstances, the Company may be dissolved:

(1) The business term stated herein expires, or any other cause of dissolution stated herein occurs;

(2) The Board of Shareholders determines to dissolve the Company;

(3) The Company is dissolved for the need of merger or division;

(4) Business license is suspended; the Company is ordered to shut down or is revoked according to law;

(5) The Company is dissolved by the people's court according to Article 183 of the *Company Law*.

Article 23 If the Company is dissolved, it shall establish a liquidation group to carry out liquidation according to the regulations of the *Company Law*. Upon the completion of the liquidation, the liquidation group shall prepare a liquidation report, submit it to the Board of Shareholders or relevant competent organ for recognition and to the company registration authority for applying for deregistration. Then the Company shall announce its termination.

Chapter 9 Other Matters Deemed Necessary to be Prescribed by the Shareholder

Article 24 The Company can amend the Articles of Association according to the demands or if alteration of the Company's registered items are involved. The amended Articles of Association shall not be inconsistent with laws and regulations, and shall be approved by all shareholders through voting. The amended Articles of Association shall be recorded in the original company registration authority. If alteration registration items are involved, alteration registration shall be done at the company registration authority.

Article 25 The interpretation right on Articles of Association is reserved by the Board of Shareholders.

Article 26 Registration items of the Company are subject to verification of the company registration authority.

Article 27 In case of any inconsistency between articles in the Articles of Association and state laws, regulations, the latter shall prevail.

Article 28 The Articles of Association has been entered into by the contributors jointly and shall take effect on the Company's establishment date.

Article 29 The Articles of Association has four copies. One copy thereof shall be reserved by the Company and one copy shall be submitted to the company registration authority for recording.

Signature of the legal representative of the Company: Cai Dongsheng (Signature)

(With the special seal for archives copying of the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province)

(With the seal of Jiangsu GTIG EASTAR Co., Ltd.)

April 28, 2010

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.58

Applicant: Zhangjiagang Free Trade Zone Huatong International Co., Ltd.
Address: RM. 102, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone
Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X
Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311
Issue under notarization: seal
This is to certify that the special seal for archives copying of the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province, affixed to the foregoing copy of Articles of Association of Zhangjiagang Free Trade Zone Huatong International Co., Ltd. Wu Xianbo, the authorized agent of Zhangjiagang Free Trade Zone Huatong International Co., Ltd., showed to me, the notary public, is found to be authentic.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

IV15176655

Zhangjiagang Free Trade Zone Huatong International Co., Ltd.

Amendments to the Articles of Association

According to resolutions of the Board of Shareholders made on June 20, 2013, the Company's Articles of Association was amended as follows:

1. Chapter 1 Article 2 of the original Articles of Association:

Address of the Company: RM. 102, Lianfa Warehousing, Zhangjiagang Free Trade Zone

Now amended as:

Address of the Company: RM. 102, No. 1 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone

2. Chapter 3 Article 4 of the original Articles of Association:

Registered capital of the Company: RMB 90,000,000

Now amended as:

Registered capital of the Company: RMB 60,000,000

3. Chapter 4 Article 5 of the original Articles of Association:

Name of shareholder, form and amount of contribution are listed as follows:

Shareholder name	Certificate No.	Contribution form	Contribution amount	Contribution proportion
Jiangsu GTIG EASTAR Co., Ltd.	320582000001843	Currency	RMB 90,000,000	100%

Now amended as:

Name of shareholder, form and amount of contribution are listed as follows:

Shareholder name	Certificate No.	Contribution form	Contribution amount	Contribution proportion
Jiangsu GTIG EASTAR Co., Ltd.	320582000001843	Currency	RMB 60,000,000	100%

Signature (Seal): (With the seal of Zhangjiagang Free Trade Zone Huatong International Co., Ltd.)

Cai Dongsheng (Signature)

(With the special seal for archives copying of the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province)

June 21, 2013

NOTARIAL CERTIFICATE

(2018)S.Z.Z.J.W.Zi, No.59

Applicant: Zhangjiagang Free Trade Zone Huatong International Co., Ltd.
Address: RM. 102, No. 2 Warehouse, Shunchang International Logistics Co., Ltd., Fujian Road, Zhangjiagang Free Trade Zone
Legal Representative: Cai Dongsheng, male, Citizen's ID Card No. 62010519710810101X
Authorized Agent: Wu Xianbo, male, Citizen's ID Card No. 320582198510262311
Issue under notarization: seal
This is to certify that the special seal for archives copying of the Administration for Industry and Commerce of Zhangjiagang Free Trade Zone, Jiangsu Province, affixed to the foregoing copy of Amendments to the Articles of Association of Zhangjiagang Free Trade Zone Huatong International Co., Ltd. Wu Xianbo, the authorized agent of Zhangjiagang Free Trade Zone Huatong International Co., Ltd., showed to me, the notary public, is found to be authentic.

Notary : Zhao Zhiping
Zhangjiagang Notary Public Office
Jiangsu Province
The People's Republic of China (seal)
March 27, 2018

IV15176657